279

SPECIAL REAL ESTATE MORTGAGE.

FROM

_____

TO

_____

STATE OF OKLAHOMA,
_____ County. } ss.

This instrument was filed for record in my office on the_____day of_____A. D. 19_____at_____o'clock_____M., and duly recorded in Vol._____of_____at page_____

_____ Register of Deeds.

By_____ Deputy.

Fees, $_____

This Indenture, Made this_____day of_____in the year of our Lord One Thousand Nine Hundred and_____by and between_____of the County of_____and State of Oklahoma, part_____of the first part and_____part_____of the second part.

WITNESSETH, That the said part_____of the first part, for and in consideration of the sum of_____Dollars, to_____in hand paid, by the said part_____of the second part, the receipt whereof is hereby acknowledged, ha_____granted, bargained and sold, and by these presents do_____grant, bargain, sell, convey and confirm, unto said part_____of the second part, and to_____heirs and assigns, forever, all of the following described tract_____piece_____or parcel_____of land lying and situate in the County of_____and State of Oklahoma, to-wit:

TO HAVE AND TO HOLD THE SAME, With all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said part_____of the second part, and to_____heirs and assigns forever. And the said part_____of the first part do_____hereby covenant and agree that at the delivery hereof_____the lawful owner_____of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that_____will warrant and defend the same in the quiet and peaceable possession of said_____the second part_____heirs and assigns forever, against the lawful claims of all persons whomsoever:

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit:

FIRST: Said_____justly indebted unto the said part_____of the second part in the principal sum of_____Dollars, in gold coin of the United States of the present standard of weight and fineness, being for a loan thereof made by the said part_____of the second part, to the said_____and payable according to the tenor and effect of_____certain negotiable promissory note_____numbered_____executed and delivered by the said_____bearing date_____19_____payable to the order of said_____years after date, at_____with interest thereon from date until maturity, at the rate of_____per cent per annum, payable semi-annually on the_____day of_____and_____in each year, and_____per cent per annum after maturity, the installments of interest being further evidenced by_____coupons attached to said principal note_____and of even date therewith and payable to the order of said_____at_____

SECOND: Said part_____of the first part agree_____to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements on said land insured in some responsible fire insurance company, to the satisfaction of the holder hereof in the sum of_____Dollars, the policy to be made payable to the holder hereof, as additional security to this loan and if the taxes or insurance premiums are not paid when due, by the part_____of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of 12 per cent per annum and the first part_____assume_____all responsibility of proofs and care and expense of collecting said insurance if loss occurs,

THIRD: The said part_____of the first part agree_____to keep all buildings, fences and improvements on said land in as good repair as they now are, and to not commit or allow any waste on said premises.

FOURTH: In case of default in any of the covenants hereof, the rents and profits of the said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said part_____of the first part agree_____that if the maker_____of said note_____shall fail to pay the principal or interest of said note_____or any part thereof as the same become due or any of the taxes, assessments or insurance premiums, as they become due or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall at the option of the holder hereof become due and payable at once, and without notice.

The said part_____of the first part, shall pay all expenses of collecting the insurance, and in the event action is brought to foreclose this mortgage or recover on the insurance policy, a reasonable attorney's fee of not less than_____Dollars shall be added, which this mortgage also secures.

And that the said part_____of the first part, for said consideration, do_____hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, The said part_____of the first part_____hereunto subscribed_____name_____and affixed_____seal_____on the day and year first above mentioned.

Executed and delivered in the presence of

_____

STATE OF OKLAHOMA,
_____ County. } ss.

Before me,_____in and for said County and State,_____on this_____day of_____19_____personally appeared_____and_____to me known to be the identical person_____who executed the within and foregoing instrument, and acknowledged to me that_____executed the same as_____free and voluntary act and deed for the uses and purposes therein set forth,

My commission expires_____19_____