

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.

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:

and assigns forever, against the lawful claims of all persons whatsoever:
 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 appraisal of said real estate and all benefit of the homestead exemption.

IN TESTIMONY WHEREOF, The said part..... of the first part.....hereunto subscribed.....name.....and affixed.....seal.....on the day and year firstabove mentioned.

Executed and delivered in the presence of _____

STATE OF OKLAHOMA, } ss. Before me, _____ in and for said County and State,
County. } 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