man territorial and the second se An a manual Wen .5-60 Qmith 14-57 380OKLAHOMA FIRST MORTGAGE STATE OF OKLAHOMA, OF OKLAHOMA, Stalsa County. Ss. This instrument was filed in my office for record on the 24 day of ne A. D. 100 9. at 9 " o'clock a M., and duly recorded in Book on page le Walkley Register of Deeds. Fec, \$ Inow all Men by these Presents, That E Goodman and Jessie his wife ulsa ______ County, State of Oklahoma, part cessof the first part, ha remortgaged and hereby mortgage _______ Lant R. M. Mullough of Tuls party of the second part, the following described real estate and premises, situated in..... Jula County, State of Oklahoma, to-wit: township twenty 20 north of township twenty 20 north of st of the Indian Base and "he right of may of the ateles railway company containing north and Dan 276 acred more or less entya tions ler excep with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same. no Dollars, bred a This Mortgage is given to secure the principal sum of Trove Mundred and more Dollars, This Mortgage is given to secure the principal sum of Trove Mundred and more the percent per cont per annum, payable on the 12 day of July 19/1 with interest thereon at the rate of term per cent per annum, payable day of July annually from the according to the terms and at the time and in the manner provided by Their tweetain promissory note. S. given and 2, 2 and pavable to the order signed by the makers hereof no, ouof the mortgagee herein, and being for the principal sum of Traves the tred of Dollars. All sums secured by this Mortgage shall be paid at the office of G. R. MCCULLOUGH & CO., Tulsa, Oklahoma, unless otherwise specified in the note and coupons. IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto, that this Mortgage is a first lieu upon said premises; that the party of the first part will pay said principal and interest at the times when the same fall due, and at the place and in the manner provided in said note, and will pay all taxes and assessments agsinst said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of the second party, and shall be kept insured for the benefit of the said Dollars, and party or its assigns, against loss by fire or lightning for not less than.... in form and companies satisfactory to said second party, and that all policies and renewal receipts shall be delivered to said second party. If the title to the said premises be transferred, said second party is authorized, as agent of the first party, to assign the insurance to the grantee of the title. Party of the first part and the aloresaid premises to the said party of the id part, his heirs, executors, administrators and assigns, and will forever defend the aforesaid premises against the lawful claims and domands of all persons. IT IS FURTHER AGREED AND UNDERSTOOD that the said second party may pay any taxes or assessments levied against said premises, or any other sum necessary to protect the rights of such party or its assigns, including insurance upon buildings, and recover the same from the first party, with per cent. interest, and that Any expense incurred in litigation or otherwise, including attorney fees and abstract of fitle to said premises, incurred by reason of this Mortgage or to protect its liens, shall be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at let per cent. per annum, and this Mortgage shall stand as security therefor. AND IT IS FURTHER AGREED that upon a breach of the warranty herein, or upon a failure to pay when due any sum, interest or principal, secured hereby, or any tax or assessment herein mentioned, or to comply with any requirements herein, or upon any waste upon said premises, or any removal or destruction of any building or other improvements thereon without the consent of the said second party, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder hereof, and shall bear interest thereafter at the rate of the second part or its assigns shall be entitled to a foreclosure of this Mortgage, and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby; and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of the said premises, and to collect and apply the rents thereof, less reasonable expenditures, to the payment of said indebtedness, and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after the decree of foreclosure; and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisement of said premises is hereby expressly waived. And all the covenants and agreements herein contained shall run with the land herein conveyed. This Mortgage and the note and coupons secured thereby, shall in all respects be governed and construed by the laws of the State of Oklahoma, Dated this 22 2 day of June 19.09 SIGNED IN THE PRESENCE OF State of Oklahoma, Jack 19.2.7, personally appeared & Yoo Uman BEFORE ME, Jane & to me known to be the identical person S. who executed the within and foregoing Min. free and voluntary act and deed for the uses and purposes therein set forth. WITNESS my hand and official seal, the day and year above written. My commission expires NOV 25-1921 Notary Public. 12 1 1