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392OKLAHOMA FIRST MORTGAGE STATE OF OKLAHOMA Ss, Alisinstrument was filed in my office County. for records on the 11 day of defe o'clock M., and duly recorded in Book 'nò on page A.G. Walkley Fee, \$. Register of Deeds, Know all Men by these Presents, That Wilbur W. neal and alice S. Sheale, his wife of Julea County, State of Oklahoma, part ied of the first part, ha. Zel mortgaged and hereby mortgage to Bank of Oklahoma, Julea, Okla party of the second part, the following described real estate and premises, situated in Julea County, State of Oklahoma, to-wit: Lot four (4) in Block four (4) of Stapsbary's addition to the City of Julea according to the recorded plat thereof with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same. This Mortgage is given to secure the principal sum of Ogel Sundered and not 100 ...Dollars. due and payable on the // the day of December 19.29, with interest thereon at the rate of 10 por cent per annum, payable signed by the makers hereoi Milbur Wineal and affice & Sneal ... and payable to the order of the mortgagee herein, and being for the principal sum of One hundred and mothes 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 test lien 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 against 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 second party or its assigns, against loss by fire or lightning for not less than-Dollars, 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 first parts, executors, administrators and assigns, will warrant the quiet enjoyment of the aforesaid premises to the said party of the nd part, his heirs, executors, administrators and assigns, and will forever delend 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 title to said premises, incurred by reason of this Mortgage or to protect its liens, shall be repaid by the mortgager to the mortgages or assigns, with interest thereon at 1.0 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 per cent. per annum, and the said party 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 forcelosure; 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 pote and coupons secured thereby, shall in all respects be governed and construed by the laws of the State of Oklahoma, Dated this ///// day of secure 19.09 William Wheal Willan m. neal Olices of North nes. J. M. Cay , personally appeared Willaw Willew State of Oklahoma,.... James F. M. Con in and for said County and State. BEFORE ME, .... .day of executed the same as. The first of the identical person who executed the within and foregoing executed the same as. The first of the same as. The same first of the same as the same first of the same as the same first of the same as the same first of the same first instrument, and acknowledged to me that. WITNESS my hand and official seal, the day and year above written. My commission expires. More I. D. 1, 1.9.1.1. Notary Public. ATT IT AT