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394 OKLAHOMA # STATE OF OKLAHOMA (This instrument was filed in my office A. D. 1909, at 325 County. for record on the o'clock M., and day of 'ro M., and duly recorded in Book Fee, S **ARO Register of Deeds. eall Ben Jenniel F. Crennan, his Know all Men by these Presents, That lsa _____ County, State of Oklahoma. parties of the first part, haze _____ mortgaged and hereby mortgage _____ to Bank of Oklahoma, Julea, Okla Tulan party of the second part, the following described real estate and premises, situated in.....County, State of Oklahoma, to-wit: to 1, 2, 3, 4, 5, 67, 4 Fin Block one () and lote 1, 2, 3, 4, 5, 6, 47 in Block two (2) Bremaw & Reid addition to Tulka, Cklahoma, according to the corded plat now on file. The intention of this mortgaged being to cover undivided one half interest of 16. J. Breman In and to said above cribed lots with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same. Thirty five Lundred and notice Dollars, mber 1909, and # 3000,00 19.09, with interest thereon at the rate of text per cent per annum, payable This Mortgage is given to secure the principal sum of # 500, or dere on the 2, diday of Septer due and payable on the father day of Septer uber! maturity, annually from detter, according to the terms and at the time and in the manner provided by their hereertain promissory note given and nand and Jennie ° (. Ch signed by the makers hereof F. Brennanand payable to the order of the mortgagee herein, and being for the principal sum of Thisty five the undred and met, on 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 🖛 lien upon said premises; that the party of the first part will pay said principal and interest at the times when the same fail due, and at the place and in the manner provided in said note, and will pay all taxes and nents 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 Orac thousand 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 Mussimmebeirs, executors, administrators and assigns, will warrant the quiet enjoyment of the aforesaid premises to the said party of the ond part, bis heirs, executors, administrators and assigns, and will forever defend the aforesaid premises against the lawful claims and demands 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 teres, per cent. interest, and that every such payment is secured hereby, and that in case of a foreclosure hereof and as often as any foreclosure hereof may be filed, the holder hereof may recover from the first party an attorney fee of One tundred -Dollars, or such different sum as may be provided by said note , which shall be due upon the filing of the petition in forcelosure and which is secured hereby, and which the first party promises and agrees to pay, together with expense of examination of title in preparation for forcelosure. 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 mortgagor to the mortgagee or assigns, with interest thereon at Text 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 method. 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 decres 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 note and coupons secured thereby, shall in all respects be governed and construed by the laws of the State of Oklahom 2 de Well Dated this. .day of. 19.09 SIGNED IN THE PRESENCE OF State of Oklahoma, County, ss BEFORE ME. in and for said County and State. ife to to be the identical person who executed the within and foregoing they and acknowledged to me that. ya k**e**li WITNESS my hand and official seal, the day and year above written, Notary Public. My commission expires 200 291911. Seed. **产**县建筑