532

OKLAHOMA CITY MORTGAGE.

SEC. D. BARNARD & CO., ST. LOUIS

STATE OF OKLAHOMA, } ss.
..... County. }

Filed for record in my office this ..... day of ..... A. D. 19..... , at ..... o'clock ..... M., and recorded in Book ..... of Mortgages, on page .....

(Seal)

Register of Deeds.

Deputy.

.....

TO

THE DEMING INVESTMENT COMPANY

Know all Men by these Presents, That on this ..... day of ..... 19..... , ...

..... of ..... County, and State of Oklahoma, part ..... of the first part, in consideration of the sum of ..... DOLLARS to ..... in hand paid, by THE DEMING INVESTMENT COMPANY, of Oswego, Kansas, party of the second part, the receipt whereof is hereby acknowledged, have mortgaged and hereby mortgage unto the said THE DEMING INVESTMENT COMPANY, its successors and assigns, the following premises, situated in the County of ..... in the State of Oklahoma, with all the improvements thereon and appurtenances thereto belonging, together with rents, issues and profits thereof, and more particularly bounded and described as follows, to-wit:

according to the official plat thereof, and warrant the title to the same.

And it is hereby mutually agreed that in case the party of the second part or its assigns should hereafter appear in any of the land departments or offices of the General Government, or in any Court, in order to preserve or protect the title hereinbefore warranted, all costs and expenditures made in that behalf shall be added to the amounts hereby secured, and shall bear interest at the same rate. TO HAVE AND TO HOLD the premises above described, together with all rights and claims of Homestead Exemption and of Dower of the said part ..... of the first part, ... heirs, executors, administrators or assigns therein, with all the privileges, rights, hereditaments and appurtenances to the said premises and homestead exemption and dower in anywise appertaining and belonging to said THE DEMING INVESTMENT COMPANY, and to its successors and assigns forever: Provided, nevertheless, and these presents are made by said part ..... of the first part upon the following covenants and conditions, to-wit:

FIRST.—The said part ..... of the first part, for ..... and ..... heirs, executors and administrators covenant ..... to and with said party of the second part, that ..... lawfully seized in fee of the premises hereby conveyed, and that ..... he ..... ha ..... good right to sell and convey the same as aforesaid; that the said premises are clear from all incumbrances; that ..... will, and ..... heirs, executors and administrators shall forever warrant and defend the title to the said premises against the lawful claims and demands of all persons whomsoever.

SECOND.—That they will pay to said second party or order ..... DOLLARS with interest thereon from ..... 19..... , until paid at the rate of ..... per cent. per annum, payable ..... annually, on the first day of ..... and ..... in each year, and in accordance with ..... certain promissory note ..... of the said part ..... of the first part, with coupons attached, of even date herewith.

THIRD. And it is further agreed by the said first party hereto that during the continuance in force of this instrument, the said first party agrees to pay all taxes, charges or assessments, general or special, that may be levied upon said real estate by the authority of the town, village or city in which said real estate is situate, or any part thereof when the same shall become by law due and payable, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or his legal representatives and assigns; to pay all taxes levied upon said mortgage; and the said mortgagors shall not be entitled to any offset against the sums hereby secured for taxes so paid; and that first party will exhibit once a year, on demand, receipts of the proper persons to said party or the second part, its successors or assigns, showing payment thereof, until the indebtedness hereby secured shall be fully paid. The said first party further agrees to constantly keep the said premises free from mechanics' liens and all other liens, and to preserve and maintain the security hereunder against any adverse, superior or intervening claim or interest.

FOURTH—The said first party agrees to keep all buildings, fences, sidewalks and other improvements on said real estate in as good repair and condition as the same are in at this date, and to permit no waste, and especially no cutting of shrubbery, fruit or shade trees; and the commission of waste shall, at the option of the mortgagee, render this mortgage due and payable. Said first party further agrees that it will at no time permit any part of the premises to be used in the conduct of any illegal or disreputable business, or such as will tend to injure or cause undue deterioration or unfitness of said premises for general business or residence purposes; that it will permit no unnecessary accumulation of combustible material upon said premises; that it will constantly keep in proper order all pipes, connections, fixtures and attachments of every kind relating to the plumbing for and use of natural or manufactured gas, or both, water supply and sewerage, furnaces, steam pipes and boilers, so as to prevent damage or undue risk to the property thereby, and will keep all electric light wires and connections in safe condition and properly insulated; the party of the second part reserving for himself and his representatives the right to enter upon and inspect the premises at any reasonable hours and as often as he or they may desire.

FIFTH —And the said first party agrees to at once insure the buildings upon said premises against loss by fire, lightning and wind storm in the amount of ..... Dollars, in insurance companies approved by said second party, for not less than a three-year term, and to at once deliver the insurance policies, properly assigned, or pledged to said second party as collateral and additional security for the payment of said promissory note and the interest to accrue thereon, as well as for the payment of all such sums of money as may have been advanced and paid, as herein provided, by said party of the second part; and that in the event of the failure, neglect or refusal of said first party to so insure the buildings, or to reinsure the same, and deliver the policies properly assigned or pledged to the said second party, before noon of the day on which any of such policies shall expire, then said second party is hereby authorized and empowered by these presents, to insure or reinsure said buildings for said amount; and the said second party may sign all papers and applications necessary to obtain such insurance, in the name, place and stead of the said first party. And it is further agreed that in the event of loss under such policy or policies, the said second party shall have, and is hereby specifically given, full power to demand, receive, collect and settle the same, and for that purpose may, in the name, place and stead of the said first party, and as agent and attorney in fact, sign and endorse all vouchers, receipts and drafts that shall be necessary to procure the money thereunder, and to apply the amount so collected toward the payment of the indebtedness hereby secured, and to assign any and all policies of insurance to subsequent owners; and if any of said agreements be not performed as aforesaid, then said party of the second part or his assigns, may effect such insurance as hereinbefore agreed, paying the cost thereof; and may also pay the final judgment for statutory lien claims, including all costs; and for the repayment of all money so paid, with interest thereon from the time of payment at the rate of 10 per cent. per annum, payable semi-annually, these presents shall be as security, in like manner and with like effect as for the payment of said note and interest coupons. It is hereby further stipulated and agreed that every insurance policy issued on the premises covered by this mortgage during the existence of said mortgage, shall be assigned as collateral security to the party of the second part, or assigns, as above provided, and whether the same have been actually assigned or not, the same shall, in case of loss, be payable to said second party or assigns to the extent of their interest as mortgagee in said premises.

SIXTH —And it is further stipulated, that in case the said party of the first part shall make default in payment of the taxes or assessments against said real estate, as, and at the times required by law, or in keeping said buildings insured, as aforesaid, then the said second party or his legal representative may pay such taxes and assessments and effect such insurance, and the amount so expended therefor, with interest at the rate of 10 per cent. on sums paid for insurance from date of such expenditure until paid, and with the penalties and rate of interest fixed by law on such taxes, shall be considered a sum the repayment of which is intended to be hereby secured.

SEVENTH.—Said first party further agrees, that if the makers of said note or notes shall fail to pay any of said money either principal or interest, whenever the same becomes due, or in case the said first party shall commit waste upon said premises, or suffer the same to be done thereon, or to conform to or to comply with any of the covenants contained in this mortgage, the whole sum of money herein secured may, at the option of the holder of the note hereby secured, and at its, his or her option only, and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, together with the statutory damages in case of protest; and said second party, its successors or assigns, or any legal holder hereof, shall at once, upon the filing of a bill for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises, and may at once take possession, and receive and collect rents, issues and profits thereof. For value received, the first party hereby waives all benefits of the stay, valuation and appraisement laws of the State of Oklahoma; and do further agree that the contract embodied in this mortgage and note secured hereby shall in all respects be governed, construed and adjudged according to the laws of the State of Oklahoma at the date of their execution.

EIGHTH.—And said first party further expressly agrees that in case of a foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same, as herein provided, the first party will pay to the said plaintiff a reasonable attorney's or solicitor's fee therefor, in addition to all other legal costs and statutory fees, and hereby agrees that $..... is a reasonable solicitor's fee, said fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said premises described in this mortgage.

NINTH.—It is further stipulated and agreed by the first party that upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, and to collect the rents and profits thereof, under the directions of the court, without the proof required by statute; the amount so collected by such receiver to be applied, under the directions of the court, to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage. The foregoing covenants and conditions being kept and performed, this conveyance to be void; otherwise of full force and virtue.

TENTH.—It is expressly stipulated that upon default herein suit to foreclose this mortgage may be brought in county where real estate mortgaged is situated, regardless of residence of mortgagors, or either of them, and all objections to venue of such suit are hereby expressly waived.

ELEVENTH.—In construing this mortgage the words "first party" shall be held to mean the persons named in the preamble as parties of the first part, jointly and severally.

TWELFTH—Said first party agrees to pay for recording the release of this mortgage when same is paid.

In Testimony Whereof, The party of the first part has hereunto subscribed their names and affixed their seals.

WITNESSES:

..... Seal

..... Seal

..... Seal

..... Seal

STATE OF OKLAHOMA, } ss.
..... County. }

Before me, ... a Notary Public, 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. Witness my hand and official seal the day and year last above set forth.

My commission expires ..... Notary Public.

STATE OF OKLAHOMA, } ss.
..... County. }

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