

241970 C.J.

475

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$9.50 and issued  
Receipt No. 1925 for payment of mortgage  
tax on the within mortgage.

Dated this 11 day of Oct. 1923

W. W. Slocum, County Treasurer

Deputy

OKLAHOMA

## REAL ESTATE MORTGAGE COMPARED

THIS INDENTURE, made this 28th day of September in  
the year of our Lord One Thousand Nine Hundred and  
Twenty-three by and between Lewis C. Reynolds, and  
Lettie M. Reynolds, his wife, of the County of Tulsa

and State of Oklahoma, parties of the first part, mortgagor; and the Aetna Life Insurance  
Company, a corporation organized under the laws of the State of Connecticut, having its princi-  
pal office in the City of Hartford, Connecticut, party of the second part, mortgagee;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum  
of Ninety-five hundred Dollars, to them in hand paid, by the said party of the second part,  
the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these  
presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to  
its successors and assigns, forever, all the following described real estate, lying and situate  
in the County of Tulsa and State of Oklahoma, to-wit:

The Northwest quarter, Less Railroad Right-of-way, and All of the Northeast  
quarter, lying South and West of the M.K. & T. Railroad Right-of-way, of  
Section Ten, in Township Eighteen, North, Range Fourteen, East of the Indian  
Meridian, containing 190 acres, more or less.

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 party of the second part, and to its successors and assigns forever.  
And the said parties of the first part do hereby covenant and agree that at the delivery hereof  
they are the lawful owners of the premises above granted, and seized of a good and indefeasible  
estate of inheritance therein, free and clear of all incumbrances, and that they will WARRANT  
AND DEFEND the same in the quiet and peaceable possession of said party of the second part, its  
successors and assigns, forever, against the claims of all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein, and  
the payment to the Aetna Life Insurance Company at its office in Hartford, Connecticut, its  
successors or assigns, the principal sum of Ninety-five Hundred Dollars according to the terms  
and conditions of one promissory note, made and executed by Lewis C. Reynolds, and Lettie  
M. Reynolds, parties of the first part, bearing even date herewith, with interest thereon from  
date, which interest is evidenced by coupon interest notes thereto attached, and the mortga-  
gor agrees that the said mortgagee shall be subrogated for further security to the lien, though  
released of record, of any and all prior encumbrance upon said real estate paid out of the  
proceeds of the loan secured hereby, and it is hereby further agreed and understood that this  
mortgage secures the payment of all renewal, principal or interest notes that may hereafter  
be given in the event of any extension of time for the payment of said principal debt, to evi-  
dence said principal or the interest upon the same during the said time of extension.

IT IS HEREBY AGREED that all covenants and stipulations in these presents contained  
shall bind the heirs, executors, administrators and assigns of the Mortgagor and shall inure  
to the benefit of and be available to the successors and assigns of the Mortgagee. It is  
further agreed that granting any extension or extensions of time of payment of said note  
either to the makers or to any other person, or taking of other or additional security for pay-  
ment thereof, or waiver of or failure to exercise any right to mature the whole debt under  
any covenant or stipulation herein contained shall not in any wise affect this mortgage nor  
the rights of the Mortgagee hereunder, nor operate as a release from any personal liability  
upon said note nor under any covenant or stipulation herein contained. And further, the Mort-