

Form 2 - OKLAHOMA REAL ESTATE MORTGAGE

ROBNEY Printing Company, Stationers, Dallas, Texas - 1908

Know All Men by These Presents:

THAT

*James H. McCelland and Dora J. McCelland, his wife*

party of the first part, in consideration of the sum of *Seventy five* DOLLARS, in hand paid, do hereby Sell and Convey unto THE INTER-STATE MORTGAGE TRUST COMPANY, party of the second part, the following described premises, situated in the County of *Tulsa*, State of Oklahoma, to-wit:

*Lot No. Ten (10) in Block No. Fifteen (15) in the Lynch & Forsythe Addition to the City of Tulsa, as shown by the recorded plat thereof*

of the *Principal Meridian*, containing in all *acres, more or less, according to Government survey.*

The intention being to Convey hereby an absolute title in fee simple, including all rights of homestead, to HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, unto the said THE INTER-STATE MORTGAGE TRUST COMPANY, and to its successors or assigns, forever.

PROVIDED ALWAYS, And these presents are upon the express condition, that if the said party of the first part, their heirs, executors, or administrators shall pay or cause to be paid to the said THE INTER-STATE MORTGAGE TRUST COMPANY, its successors or assigns, the sum of *Seventy five* DOLLARS, on the *day of* *1910*, with interest thereon at the rate of *ten* per cent per annum, payable semi-annually after maturity and until the same is fully paid, according to the tenor and effect of the *Indenture* promissory note of said party of the first part, bearing even date with these presents, then these presents to be void, otherwise to be and remain in full force and effect.

The said first party for himself, his heirs, assigns, executors or administrators, covenants and agrees with the second party that he is lawfully seized of the above described premises, and has good right to Convey same; that he will not commit or suffer waste on said premises; that he will pay all taxes and assessments levied upon said real estate before same becomes delinquent; that he will at once, without delay, cause the buildings upon said premises situate, to be insured or re-insured against loss by fire, in amount of *\$500.00* (the insurance company or companies to be subject to approval of second party), and he will continue and maintain such insurance without intermission so long as the note hereby secured remains unpaid, and shall deliver the policy or policies properly assigned or pledged to said second party, and in the event of loss said second party shall have power to collect such policy or policies and apply the proceeds thereof to the payment of the debt herein secured; that if the maker of the note hereby secured shall fail to pay either principal or interest within thirty days after due, or shall fail to perform any of the covenants herein stipulated, the note herein secured may thereupon at the option of the holder, and his option only, without notice, be declared due and payable, and this Mortgage may thereupon be foreclosed; that in case of default in the performance of any covenant herein stipulated, he will pay interest on the note herein secured, at the rate of 10 per cent per annum from date thereof until the final payment; that he hereby waives all benefit of the stay, valuation and appraisement laws of the State of Oklahoma.

SIGNED This *27th* day of *May* A. D. 19*10*

IN PRESENCE OF:

*Ed Boggeshall*

*James H. McCelland  
Dora J. McCelland*

State of Oklahoma,

County of *Tulsa*

ss.

BEFORE ME, A Notary Public, in and for said County and State, on this *28th* day of *May* 19*10*,

personally appeared

*James H. McCelland and Dora J. McCelland his wife*

to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires *May 14* 19*11*

Residence *Tulsa, Okla.*

*Ed Boggeshall*

Notary Public.

FILED FOR RECORD This *28th* day of *May* 19*10* at *11* o'clock *AM*

*Gene*

*AB Mackley*

Register.