Form 1—OKLAHOMA REAL ESTATE MORTGAGE.   DORSEY Printing Company, Stationers, Dallas, Texas—1908

Know All Men by These Presents:

THAT _Martha A. Jones & Henry T. Jones, her husband_

of _Tulsa, Oklahoma_, party of the first part, in consideration of the sum of _Twelve Hundred_ ———— DOLLARS,

in hand paid by THE INTER-STATE MORTGAGE TRUST COMPANY, party of the second part, do hereby Sell and Convey unto the said THE INTER-STATE MORTGAGE

TRUST COMPANY, the following described premises, situated in the County of _Tulsa &_ ———— and State of Oklahoma, to-wit: ————

Part of Lot No. two (2) in Block No. one (1) in the City of Tulsa, described as follows: Beginning at a point on the Westerly line of lot No. two (2) which is one hundred ten (110) feet northerly from the southwesterly corner thereof, thence in an easterly direction and parallel with the southerly line of said lot a distance of fifty five (55) feet, thence in a northerly direction, equi-distant and parallel with the easterly line of said lot to the northerly line thereof, thence westerly along the northerly line of said lot to the westerly line thereof, thence in a southerly direction along the westerly line of said lot to the place of beginning, as shown by the recorded plat thereof

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

TO HAVE AND TO HOLD, The premises above described, with the appurtenances thereunto belonging, to the said THE INTER-STATE MORTGAGE TRUST COMPANY, and to its successors and assigns forever. And the said party of the first part covenants with the said party of the second part as follows:

FIRST: That they have good right to sell and convey said premises.
SECOND: That the premises are free from encumbrance.
THIRD: That they will warrant and defend the title against the lawful claims of all persons.
FOURTH: That they do hereby release all rights of dower in and to said premises, and relinquish and convey all their rights of homestead therein.
FIFTH: That they will pay to said second party, or order, at the office of THE INTER-STATE MORTGAGE TRUST COMPANY, in Greenfield, Massachusetts, _Twelve Hundred_ ———— Dollars, on the first day of _May_ ———— A. D. 19_14_, with interest thereon from date until paid, at the rate of _six_ per cent per annum, payable semi-annually, on the first days of _May_ and _November_

in each year, and in accordance with the _one_ promissory notes of the said party of the first part, with coupons attached, of even date herewith.

SIXTH: In the case of default of payment of any sum herein covenanted to be paid, for the period of ten days after the same comes due, or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party and its assigns, interest at the rate of ten (10) per cent per annum, computed semi-annually, on the said principal note, from the date thereof to the time when the money shall be actually paid. Any payment made on account of interest shall be credited in said computation, so that the total amount collected shall be and not exceed the legal rate of ten (10) per cent.

SEVENTH: The first party agrees to pay all taxes and assessments levied upon said real estate or against this Mortgage, or the holder, for and on account of the same before the same becomes delinquent, also all liens, claims, adverse titles and encumbrances on said premises, and if not paid the holder of this Mortgage may, without notice, declare the whole sum of money herein secured, due and collectible at once, or may elect to pay such taxes or assessments, and be entitled to interest on the same at the rate of ten (10) per cent per annum, and this Mortgage shall stand as security for the amount so paid, with such interest.

EIGHTH: The said first party agrees to keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber, excepting for making and repairing fences on the place, and such as shall be necessary for firewood for the use of the Grantor's family; and the commission of waste shall, as the option of the Mortgagee, render this Mortgage due and payable.

NINTH: And the said first party agrees that in the event of the failure, neglect or refusal of said first party to insure the buildings, or to reinsure the same, and deliver the policy or policies, properly assigned or pledged, to the said THE INTER-STATE MORTGAGE TRUST COMPANY, before noon of the day on which any such policy or policies shall expire, then the said second party is hereby authorized and empowered by these presents to insure or reinsure said buildings for said amount, in such company or companies as it may select, and the said THE INTER-STATE MORTGAGE TRUST COMPANY, 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, in the event of loss under such policy or policies, the said second party shall have full power to demand, receive, collect and settle the same, and for that purpose may, in the name, place and stead of said first party, and as his 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 amounts so collected towards the payment of the bond, interest coupons, and interest thereon; and if any or either of said agreements be not performed as aforesaid, then the said party of the second part, its endorsees or assigns, may pay such taxes and assessments, or any part thereof, may affect such insurance, as hereinbefore agreed, paying the cost thereof; and may also pay the final judgment for any statutory lien claims, including all cost, and for the repayment of all moneys so paid, with interest thereon from the time of payment, at the rate of ten (10) per cent per annum, payable semi-annually, these presents shall be a security in like manner and with like affect as for the payment of said bond and interest coupons.

TENTH: The said first party agrees that if the maker of said note shall fail to pay any of said money, either principal or interest, within thirty days after the same becomes due, or to conform to or comply with any of the foregoing covenants, the whole sum of money herein secured, may at the option of the holder of the note hereby secured, and at their option only, and without notice, be declared due and payable; and this Mortgage may thereupon be foreclosed immediately for the whole of said money, interests and costs, together with statutory damages in case of protest, and said second party, or any legal holder thereof, shall at once, upon 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 the rents, issues and profits thereof. For value received the said party of the first part do hereby expressly waive an appraisement of said Real Estate, should the same be sold under execution, order of sale, or other final process; and do further waive all benefits of the stay, valuation or 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 Oklahoma, where the same is made. The foregoing covenants being performed, this conveyance to be void, otherwise of full force and virtue.

ELEVENTH: It is expressly stipulated and agreed that the rents, issues and profits of the whole premises herein conveyed shall be and hereby are pledged for the payment of the debt hereby secured, the interest thereon as it matures, the premiums for insurance on the buildings and all taxes and assessments on said premises as they become due. And that upon default in the payment of any such interest, insurance premiums, taxes or assessments and the institution of proceedings to foreclose this Mortgage, the plaintiff therein shall be entitled to have a receiver appointed to take possession and control of the within described premises and to collect the rents, taxes and profits thereof under the direction of the Court without proof required by statute. The amount so collected by such receiver to be applied under the direction of the Court to the payment of any judgment rendered or amount found due upon the foreclosure of this Mortgage.

TWELFTH: It is expressly stipulated and agreed, that in case this Mortgage shall be foreclosed, an attorney's fee of Fifty Dollars shall be taxed and made a part of the costs of foreclosure.

IN TESTIMONY WHEREOF, The said party of the first part have hereunto set their hand this _29"_ day of _May_, nineteen hundred and _nine_

Martha A. Jones
Henry T. Jones

ATTEST:

C. A. Coggeshall

State of Oklahoma, ⎱
County of _Tulsa County_ ⎰ ss.

BEFORE ME, a Notary Public, in and for said County and State, on this _31st_ day of _May_ 190_9_,

personally appeared _Martha A. Jones & Henry T. Jones, her husband and_

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.

C. A. Coggeshall
Notary Public.

My commission expires _April 14—19 11._ (Seal)   Residence _Tulsa, Okla._

FILED FOR RECORD This _31_ day of _May_ 192_9_, at _4½_ o'clock _P_ minutes ____ M.

By ———— Deputy.   Register ————