

MORTGAGE AND OIL LEASE RECORD.

Form 3

ROSEY Printing Company, Dallas, Texas—1908

OKLAHOMA REAL ESTATE MORTGAGE.

IN CONSIDERATION OF

Four Hundred and not 10.00 DOLLARS,
Huckleberry Smith and Maud M. Smith his wife
 of *Edwards*, County, State of Oklahoma, Mortgagors, hereby Grant, Bargain, Sell, Convey and Mortgage unto

C. H. Kishner
 Mortgagee, the following described real estate, situated in *Tulsa*, County, Oklahoma, to-wit:
Five Southeast ten (10) acres of Lot three (3) and North half of Southeast
quarter of Southwest quarter; and South half of South East quarter of Southwest
quarter, all in Section thirty one (31) Township Ten only (20) North, Range
Fourteen (14) East, Containing Fifty (50) acres more or less.

The Mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, appraisalment, stay and redemption.

PROVIDED, That whereas said Mortgagors

Huckleberry Smith and Maud M. Smith his wife
 are justly indebted unto said Mortgagee in the principal sum of *Four hundred* DOLLARS,
 for a loan thereof made by said Mortgagee to said Mortgagors and payable according to the tenor of *one* certain principal note, executed by said Mortgagors,
 bearing even date herewith, payable to the order of said Mortgagee on the first day of *September* 190*8*, with interest from date until default or
 maturity, at the rate of *Six* per cent. per annum, and after default or maturity, at the rate of ten per cent. per annum, payable semi-annually, both before
 and after maturity, the installments of interest until maturity being evidenced by *ten* coupons attached to said principal note, and of even date herewith,
 and payable to the order of said Mortgagee, both principal and interest being payable *American National Bank, Hartford, Conn.* If said Mortgagors
 shall pay the aforesaid indebtedness, both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the
 covenants and agreements of this mortgage, then these presents to become void; otherwise to remain in full force and effect.

Said Mortgagors agree to pay all taxes and assessments that may be levied within the State of Oklahoma upon said lands and tenements, or upon any interest or estate therein, including the interest represented by this mortgage lien, or upon the mortgage or the note or debt secured hereby; and, further, to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of the said indebtedness. In case said Mortgagors shall fail to pay any such taxes, assessments or charges, then the holder of this mortgage and the note secured hereby may pay said taxes, assessments or charges, and said Mortgagors agree to repay upon demand the full amount of said advances, with interest at the rate of ten per cent. per annum from date of such advancement, and this mortgage shall be a further lien for the repayment thereof.

The Mortgagors agree to keep all buildings and improvements upon said land in as good condition as they now are; to neither commit nor suffer waste; to maintain both fire and tornado insurance upon all buildings in a company satisfactory to the Mortgagee or assigns, in a sum not less than

_____ Dollars, payable in case of loss to Mortgagee or assigns, upon the mortgage indebtedness, all insurance policies to be delivered unto Mortgagee or assigns as soon as written, and by them retained until the payment of this obligation. And the Mortgagors authorize the holder hereof to repair any waste, and to take out policies of insurance—fire, tornado, or both—should Mortgagors default in so doing, and to advance the money therefor; and to repay such advances with interest at the rate of ten per cent. per annum, Mortgagors pledge themselves, and the lien of this Mortgage shall extend thereto.

Non-compliance with any of the agreements made herein by Mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required. Should it become necessary to collect the debt secured by

suit, or should the holder of the note so elect, then the sum of *_____* DOLLARS, as attorney's fees for collecting same shall be allowed, to be taxed as other costs in the suit.

WITNESS this hand and this *10th* day of *September* 190*8*.

Executed and Delivered in the presence of:

Cyrus S. Avery

Huckleberry Smith
Maud M. Smith

State of Oklahoma,

County *Tulsa* ss.BEFORE ME, A Notary Public in and for said County and State, on the *12* day of *October* 190*8*, personally appeared*Huckleberry Smith*to me well known to be the identical person who executed the foregoing instrument, and acknowledged to me that *he* executed the same as *he* free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS MY HAND AND OFFICIAL SEAL The day and date above written.

My commission expires *Nov 26* 190*8*.

Notary Public.

FILED FOR RECORD The *8th* day of *Oct* A.D. 190*8* at *12* o'clock *P.M.*By *H. C. Thawley* Deputy.

Register of Deeds.

Before me, Notary Public in and for said County and State, on the *12th* day of *October* 190*8*, personally appeared *Huckleberry Smith and Maud M. Smith his wife*, known to me to be the identical persons who executed the 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.

Record of Oklahoma at Tulsa, Oklahoma, on *October 12* 190*8* at *9:30* o'clock *P.M.* H. C. Thawley, Register of Deeds.