| 672 37 COMPARED | DORSEL Planing Company, Dallag, Texas—15516 |
|--|--|
| THIS MORTGAGE, Made this 28th day of Northband, A. D. 19.14 | , by and between |
| Speakony of the first part, and I da m. Erano | County, State of |
| 1 | of the second part, |
| WITNESSETH, That the said part of the first part, in consideration of the sum of cash in hand paid by the said party of the second part, to the said party of the first part, the receipt of which is | hereby acknowledged, the sair parties of the first |
| part hauv. granted, bargained, sold and conveyed, and do heroby grant, bargain, sell and convey unto the sai representatives, successors and assigns, the following described real estate and premises situated in | d party of the second part heirs, legal |
| to-wit: | |
| The West one half of the Southeast quarter and she Down east quarter | TRUATURERES EMDORSCHENT |
| of the Coutheast quarter. all in Cition Fourteen (14) Lownship & often | u(18) Constitution of the first transferd |
| Moreh Range Thirteen (13) East | therefor to respect of moderne tax on the |
| This nestgage is Junior to an certain mortgage of \$1000,00 to I. W. (In | top La 195 |
| of com date threwich on the above realistate. | Ju Hilm To |
| containing /20 acres, more or less, according to Government survey thereof. | Something Companies. |
| with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaint | resentatives, successors and assigns forever, together ng, and all rights of homestead exemption. |
| And the said parties of the first part, for how selves and their, successors, executors, party of the second part, that at the date and delivery hereof they are lawfully seized and possessed of an absolut | administrators and assigns, covenant with the said |
| in and to said real estate and premises; that the same is free and clear of all incumbrances whatsoever, and that the | |
| | inistrators, and successors shall forever warrant and legal representatives, successors and assigns, against |
| all lawful claims and damands whatsoever had been wife of the said Juma | N O |
| for said consideration, does hereby release, relinquish, quit claim, transfer and convey unto the said party of the se juccessors, and assigns all her right, claim or possibility of dower and homestead, or any rights therein, now or heree | cond part 127 heirs, legal representatives, |
| | Total Total Total Total Control Total Contro |
| The foregoing conveyance is on condition that: WHEREAS, The said partAle of the first part. Are justly indebted to the said party of the second part in | the sum of Eight Hundred & Fifty |
| (9880.00) Dollars, for actual money longed to said first part by second party as is eviden by first parties to second party, of even date herewith for beight when here it is a second party. | nced by one certain principal promissory note, executed |
| drawing interest at the rate of per centum per annum from date, until due, and per ce | |
| annually and evidenced until maturity of said principal note by 2 interest coupon notes attached the | ereto, and forming a part thereof, said interest coupons. |
| said interest coupons bear date per centum per annum, payable centrannually after d | lue. |
| Now if the said part LLQ_of the first part shall pay or cause to be paid, said principal and interest notes according place therein provided, and do and perform all and every other covenant and agreement in this mortgage provided, the | |
| be released at the expense of first party), otherwise to remain in full force and effect. | The |
| IT IS FURTHER AGREED By the first part. Levelo that during the configurace in force of this instrument, pay all taxes and assessments, levied against said premises, when due, and will neither configurate or other improvements therefrom. | or any part thereof, waste upon said premises, or the |
| The said part. of the first part agree, to procure and maintain policies of fire and tornado insurance (in "in buildings now or hereafter erected on the premises hereby conveyed in such Company or Companies as second party and \$ | may elect in the sum of \$Fire, |
| party, assigns, or logal representatives as collateral and additional accurrity for the payment of the indebtedness heret insurance, as above provided, to be maintained in the amounts named above so long as this mortgage, or any part of t | y secured; and the obligations of this mortgage. Baid- he same, is in force. |
| And it is further stipulated that in case the taxes or assessments of any kind levied against said premises are not insurance as in this mortgage provided, then the second party. Levied against said premises are not insurance and the amounts so expended therefor shall bear interest from the date of such expenditure at eight per companies. | may pay such taxes or assessments, or effect such |
| money so expended with interest as provided. IT IS FURTHER AGREED By the part | s, assigns, grantees and lessees, that during the life |
| of this mortgage, or any part thereof, there shall be no stripping of any part of the premises herein mortgaged to obtain any mining of any kind or nature be permitted thereon. However, the foregoing provision shall not apply to a appears of record either at the office of the U. S. Indian Agency at Muskogee or in the County where the said premi | my oil or gas lease now on said premises that now see are located or in the proper recording District of |
| the Indian Territory before Statehood became effective for Oklahoma, but all incomes, profits, royalites or other moniciand gas lease or leases, as well as any other right, title or interest of mortgagors therein, are hereby assigned to the | s or thing of value due or to become due from said oil mortgagee herein, his assigns, successors, or legal |
| representatives as a further and additional security for the full performance of the obligations named in this mortgage IT IS FURTHER AGREED That in case the party of the second part, legal representatives, success Land Departments of the General Government, or before the Commissioner to the Five Civilized Tribes at Muskoge | e, Okla., or before any United States Indian Agency, v |
| or in any Court or Tribunal whatever in order to preserve or protect the title to or possession of said premises, or to that all such costs and expenses occasioned thereby shall bear interest at eight per cent, from the date of expenditure And in the case of the foreclosure of this marginage, and as otten as any propositions shall be had or taken to fo the first part | o remove any cloud or clouds from the title thereto, and this mortgage shall stand as security for the same, the holder beyon may recover from |
| attorney is acco | |
| IT IS FURTHER AGREED And understood, that upon a breach of the warranty herein, or upon a failure or rewhen due, or any part thereof, or any interest thereon when due, or any tax or assessment herein mentioned, or to mining or stripping for coal or other substance on said premises contrary to the provisions of this mortgage, or a f | maintain insurance as berein provided, or to permit allure to deliver the said incomes, rents, royalties or |
| other moneys or thing of value arising from any oil and gas lease as above provided, or to comply with any of the either event, that the whole sum hereby secured chall at once and without notice become due and payable, at the opti after at the rate of eight per cent. per annum, and the said party of the second part, his heirs, successors, logal re | agreements or provisions of this mortgage; then, in on of the holder hereof, and shall bear interest there- |
| closure of this mortgage and to have the said premises sold and the proceeds thereof applied to the payment of the upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of said premises, a | e indebtedness hereby secured, and that immediately nd to each and every part thereof, and to collect and |
| apply the rents therefrom, less the reasonable expenditures, to the payment of the indebtedness secured under this m be entitled to a receiver, to the appointment of which the mortgagors hereby consent, which appointment may be mad the holder hereof shall in no case be held to account for any damages, nor for any rental, or other monies other than | e either before or after the decree of foreclosure, and |
| premises is hereby expressly waived. All covenants and agreements herein contained shall run with the premises he of indebtedness hereby secured shall in all respects be governed and construed by the laws of Oklahoma, and first herecard and stay laws of Oklahoma. | ereby conveyed; and this mortgage and the evidences part——hereby expressly waive all benefits of the |
| homestead and stay laws of Oklahoma. IN WITNESS WHEREOF, The said part loof the first part hat hereunto set that hand the day | and year first above written. |
| Witnesses to mark, execution and delivery. | Defeel |
| The option of th | Service |
| State of Ohlahama | |
| State of Oklahoma, Little County, ss. BEFORE ME, Milbrid W. Kusuy, a Notary, Public in and for said (| County and State, on this 24th day of |
| No Tomber 19/4, personally appeared Herman Scheer | to be the Hantley Samon Onto anomals the mine- |
| and foregoing instrument, and acknowledged to me that Tuy executed the same as thur | to be the identical person. Who executed the within tree and voluntary act and deed for the uses and |
| my commission expires July 19-1915- Deal - Miedre | & W. Kelsey Notary Public. |
| State of Oklahoma ZWFA County so | m |
| This Instrument was filed for Record on the //- day of /A.D. 19 15, at | 2 No Clock ON. |
| By O. G. Wewer Deputy. Best Lewi | s live lounty click |