

Form 1—(The Travelers Insurance Company)

DORSEY Printing Company, Dallas, Texas—1911

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this _____ day of _____ in the year of our Lord One Thousand Nine Hundred _____ by and between _____ of the County of _____ and State of Oklahoma, part _____ of the first part, and THE TRAVELERS INSURANCE COMPANY, a corporation organized under the laws of the State of Connecticut, having its principal office in the City of Hartford, Connecticut, party of the second part:

WITNESSETH, That the said part _____ of the first part, for and in consideration of the sum of _____ Dollars, to _____ in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, ha _____ 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 of the following described tract _____, piece _____, or parcel _____ of land lying and situated in the County of _____ and State of Oklahoma, to-wit:

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 part _____ of the first part do hereby covenant and agree that at the delivery hereof _____ the lawful owner _____ of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that _____ 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 lawful claims of all persons whomsoever.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to-wit:

FIRST. Said part _____ of the first part _____ justly indebted unto the said party of the second part in the principal sum of _____ Dollars, being for a loan made by the said party of the second part to the said part _____ of the first part and payable according to the tenor and effect of _____ certain negotiable promissory note _____ executed and delivered by the said part _____ of the first part, bearing date _____ 19_____, and payable to the order of said THE TRAVELERS INSURANCE COMPANY, of Hartford, Connecticut, on the first day of _____ 19_____, at the office of said Company, in Hartford, Connecticut, with interest thereon from date until maturity at the rate of _____ per cent. per annum, payable annually, which interest is evidenced by _____ coupon interest notes of even date herewith, and executed by the said part _____ of the first part, one (the first) for _____ Dollars, due on the first day of _____ 19_____, and _____ notes for _____ Dollars each, due on the first day of _____ 19_____, 19_____, 19_____, 19_____, 19_____, 19_____, 19_____, 19_____, 19_____, 19_____, respectively. Each of said principal and interest notes bear interest after maturity at the rate of ten per cent. per annum, and are made payable to the order of said THE TRAVELERS INSURANCE COMPANY, at its office in Hartford, Connecticut.

SECOND. Said part _____ of the first part hereby covenant _____ and agree _____ to pay all taxes and assessments of whatsoever character on said land, and any taxes or assessments that shall be made upon said loan or upon the legal holder of said notes and mortgage, on account of said loan, by the State of Oklahoma, or by the County or Town wherein said land is situated, when the same become due, and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company approved by the party of the second part for the sum of _____ Dollars, and to assign the policies to said party of the second part, as their interests may appear, and deliver said policies and renewals to said party of the second part, to be held by them until this mortgage is fully paid and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

THIRD. The said part _____ of the first part agree _____ to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not commit or allow any waste on said premises.

FOURTH. It is further expressly agreed by and between the parties hereunto that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premium for said fire insurance when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises, by Receiver or otherwise.

FIFTH. It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and 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 evidence said principal or the interest upon the same during the said time of extension.

SIXTH. Said part _____ of the first part hereby agree _____, in the event action is brought to foreclose this mortgage, _____ will pay a reasonable attorney's fee of _____ Dollars, which this mortgage also secures.

Party of the first part shall have the privilege of making partial payments on the principal sum herein named in amount of \$100 or multiples, at any interest paying time after one year from date hereof.

And the said part _____ of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate, and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, The said part _____ of the first part hereunto subscribe _____ name _____ on the day and year first above mentioned.

Executed and delivered in the presence of _____

The State of Oklahoma } ss.
County of _____

BEFORE ME, _____, a Notary Public in and for said County and State, on this _____ day of _____ 19_____, personally appeared _____

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

WITNESS My hand and official seal,

My Commission expires _____, Notary Public.

Filed for Record the _____ day of _____ A.D. 19_____, at _____ o'clock _____ M.

By _____ Deputy.

Register of Deeds.