

COMPADED

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Form 2

DORSEY Printing Company Stationers Dallas Tex - 1611

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this Eighteenth day of October in the year of our Lord One Thousand Nine Hundred Fifteen
by and between John W Scott and Meta M Scott husband and wife
his wife, of the County of Tulsa
and State of Oklahoma, part 1st of the first part, and E A Garter
party of the second part:

WITNESSETH, That the said party 1st of the first part, for and in consideration of the sum of Eight Hundred Dollars
to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have all granted, bargained and sold, and by these
presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to his heirs and assigns, forever, all of the following
described tract piece or parcel of land lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

The north fifty (50) feet of Lot Four (4) in Block Ten (10)

in the Town of north Tulsa ground fifty (50) by one Hundred forty (140)
feet

TREASURER'S ENDORSEMENT

I hereby certify that I received
\$ 16.00 and Issued Receipt No. 3557
therefor in payment of mortgage tax on the
within mortgage.
Dated this 12 day of 10 1915
Ed Dalton
County Treasurer.

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 his heirs and assigns forever. And the said parties of the first part
do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible
estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession
of said party of the second part, his heirs and assigns, forever, against the claims of all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein, and the payments to the said

E A Garter of Tulsa Oklahoma his successors and assigns at the office of
the principal sum of Eight Hundred Dollars
on the first day of October 1915 according to the terms and conditions of the one promissory note, made and executed by
John W Scott and Meta M Scott parties of the first part,
bearing even date herewith, with interest thereon from date at the rate of 8 per cent. per annum, payable semi annually, but with interest after
maturity at the rate of ten per cent. per annum, which interest is evidenced by two coupon interest notes thereto attached.

SECOND. Said party 1st 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, if
any there be, 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 One Thousand 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 insur-
ance if loss occurs.

THIRD. The said party 1st 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 to commit or allow any waste on said premises.

FOURTH. It is further expressly agreed by and between the parties hereto 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 premiums 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, at the option of said second party, and this mortgage may be foreclosed accord-
ingly. 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 his 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. It is further expressly agreed by and between the parties hereto that no drilling shall be commenced upon said land for oil or gas or any stripping or
mining or commenced on any part of said land to obtain coal, stone or other minerals or substances of any character whatsoever without the written consent of said
second party having first been secured to commence said drilling, mining or stripping operations and that in the event drilling for oil or gas or mining or stripping for
coal, stone or other minerals or substances of any character whatsoever shall be commenced on said land without having first obtained the written consent of said
second party as aforesaid, such drilling, mining or stripping shall operate to make the debt which this mortgage secures to immediately become due and payable
at the option of said second party and this mortgage may be foreclosed accordingly.

SIXTH SEVENTH. Said parties of the first part hereby agree that, in the event action is brought to foreclose this mortgage they will pay a reasonable
attorney's fee of Eighty + \$100 Dollars which this mortgage also secures, and they do hereby expressly
waive appraisement of the said real estate.

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

IN TESTIMONY WHEREOF, The said parties of the first part hereunto subscribe their names and affix seal on the day and year
first above mentioned.

Executed and Delivered in the Presence of

E A Garter

John W Scott [SEAL]

Meta M Scott [SEAL]

The State of Oklahoma

County of Tulsa ss.

BEFORE ME, E A Garter

a Notary Public in and for said County and State, on this 18th day of
October, A. D. 1915, personally appeared John W Scott
and Meta M Scott husband and 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.

WITNESS My hand and official seal.

My Commission expires May 13th 1919

(seal) E A Garter Notary Public.

Filed for Record the 19 day of Oct A. D. 1915 at 10:15 o'clock A. M.

By Osbourne Deputy.

(seal) Louis Cline County Clerk
Register of Deeds.