REAL ESTATE MORTGAGE.
THIS INDENTURE, Made thisday offu the year of our Lord One Thousand Nine Hundred
by and between and
and State of Oklahoma, partof the first part, and
party of the second part:
WITNESSETH, That the said part of the first part, for and in consideration of the sum of
to
presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to successors and assigns, forever, all of the following described tract place or parcel of land lying and situate in the County of and State of Oklahoma, to-wit:
described trace-species of participants and typis and stude in the Study of
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 hereby covenant and agree that at the delivery hereot 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, heirs and assigns, forever, against the claims of all persons whomsoever. This mortgage is given as security for the preformance of the covenants herein, and the payments to the said.
helrs, successors and assigns at the office o
on the first day of
part of the first part
bearing even date herewith, with interest thereon from date at the rats ofper cent per annum, payableannually, but with interest after
maturity at the rate of ten per cent, per annum, which interest is evidenced by
in some reliable fire insurance company, approved by the party of the second part, for the sum of
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 to 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 premiums for said fire insurance when the same become due, or in case of the breach of any covenant or candition herein contained, the whole of said principa 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 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
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 be eafter 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 of mining be 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 sale 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 for 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 sale second party as aforesaid, such drilling, mining or stripping shall operate to make the debt which this mortgage sccures to immediately become due and payable at the option of said second party and this mortgage may be foreclosed accordingly.
SEVENTH. Said part of the first part hereby agree that, in the event action is brought to foreclose this mortgage will pay a reasonable
attorney's fee of
The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue. IN TESTIMONY WHEREOF, The said partof the first part hereunto subscribe name and affixseal on the day and year first above mentioned.
Executed and Delivered in the Presence of
[SEAL
The State of Oklahoma Ss.
County of, a Notary Public in and for said County and State, on thisday o
andhis wife, to me known to be the identical personwho 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