REAL ESTATE MORTGAGE.
THIS INDENTURE, Made this day of In the year of our Lord One Thousand Nine Hundred and between and
by and between his wife, of the County of
and State of Oklahoma, partof the first part, and
WITNESSETH, That the said part of the first part, for and in consideration of the sum of
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 tractpleceor parcelof land lying and situate in the County ofand 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
dohereby covenant and agree that at the delivery hereofthe lawful owner of the premises above granted and selzed 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
heirs, successors and assigns at the office o
on the first day of
on the first day of
bearing even date herewith, with interest thereon from date at the rate ofper cent, per annum, payableannually, but with interest after
maturity at the rate of ten per cent, per annum, which interest is evidenced by coupon interest notes thereto attached.
SECOND. Said part
in some reliable fire insurance company, approved by the party of the second part, for the sum of
THIRD. The said partof the first part agreeto 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 partles hereunto that if any default be made in the payment of any part of either said principa 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 lorn 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 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 pledged to the party of the second part or assigns as additional collateral security, and said party of the second part or assigns as additional collateral security, and said party of the second part or assigns shall be outlided 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 be reafter 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.
mining be commenced on any part of said land to obtain coal, stone or other inherals 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 outlon of said second party and this mortgage may be foreelosed accordingly.
SEVENTH. Said partof the first part hereby agreethat, in the event action is brought to foreclose this mortgagewill pay a reasonable
attorney's fee ofdohereby expressive 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 partof the first part hereunto subscribenameand affixsealon the day and year first above mentioned.
Executed and Delivered in the Presence of [SEAL]
[SEAL]
[SEAL]
The State of Oklahoma
County of, a Notary Public in and for said County and State, on thisday of
BEFORE ME, a Notary Public in and for said County and State, on this day of
and his wife, 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 purposer
therein set forth. WITNESS My hand and official senl. My Commission expires
Filed for Record the day of A.D. 19 at o'clock M. By Deputy. Register of Deeds.
By