REAL ESTATE MORTGAGE.
THIS INDENTURE, Made this
by and between and his wife, of the County of
and State of Oklahoma, part
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 dogrant, bargain, sell, convey and confirm unto said party of the second part, and tosuccessors and assigns, forever, all of the following described tractpieceor 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 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, 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 of the principal sum of Dollars
on the first day of necording to the terms and conditions of the one promissory note, made and executed by
bearing even date herewith, with interest thereon from date at the rate ofper cent. per cannum, payableannually, but with interest after maturity at the rate of ten per cent per annum, which interest is evidenced bycoupon interest notes thereto attached.
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, 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 renable 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 breact of any covenant or condition herein contained, the whole of said principal
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 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, 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 or the 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 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 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. 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 subscribeand 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. D. 19 personally appeared
andhis wife, to me known to be the identical personwho executed the within and foregoing instrument, and acknowledged to me thatexecuted the same asfree and voluntary act and deed, for the uses and purposes therein set forth.
WITNESS My hand and official seal. My Commission expires
Filed for Record the day of A.D. 19 at o'clock M,
By