REAL ESTATE MORTGAGE.
THIS INDENTURE, Made thisday ofin the year of our Lord One Thousand Nine Hundred
by and between
his wife, of the County of
and State of Oklahoma, part
WITNESSETH, That the said partof the first part, for and in consideration of the sum ofDollars
toin 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 successors and assigns, forever, all of the following described tract—piece—or parcel—of land lying and situate in the County of and state of Oklahoma, to-wit:
renterments and the second 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 heirs and assigns forever. And the said part of the first part do hereby covenant and agree that at the delivery hereofthe 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 thatwill 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 accurity for the preformance of the covenants herein, and the payments to the said
the principal sum of
on the first day of
part of the first part, bearing even date herewith, with interest thereon from date at the rate of the first part, bearing even date herewith, with interest thereon from date at the rate of the first part, bearing even date herewith, with interest thereon from date at the rate of the first part, bearing even date herewith, with interest thereon from date at the rate of the first part, bearing even date herewith, with interest thereon from date at the rate of the first part, bearing even date herewith, with interest thereon from date at the rate of the first part, bearing even date herewith, with interest thereon from date at the rate of the first part, bearing even date herewith, with interest thereon from date at the rate of the first part, bearing even date at the rate of the first part, bearing even date at the rate of the first part, bearing even date at the rate of the first part, bearing even date at the rate of the first part, bearing even date at the rate of the first part, bearing even date at the rate of the first part, bearing even date at the rate of the first part, bearing even date at the rate of the first part, bearing even date at the rate of the first part, bearing even date at the rate of the first part, bearing even date at the fi
maturity at the rate of ten per cent. per annum, which interest is evidenced by
SECOND. Said partof the first part hereby covenantand agreeto 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
SECOND. Said partof 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
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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 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 to commit or allow any waste on said premises. FOURCH. 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
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 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 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 one, 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 of
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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 Okiahoma, 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
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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 Okiahoma, if any there he, 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 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, so the 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 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 taxes or assessments upon said premises, or upon said isom, or the premiums for said fire insurance when the same become due, or in case of the reach of any covenant or condition herein, devalued 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 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 col
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 lean or upon the legal holder of said notes and mortgage, on account of said lean by the State of Oklahoma, if any there he, or by the County or town wherein said land is situated, when the same become due, and to keep the buildings upon the mortgaged promises 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 tully paid and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occur. THIRD. This 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 detween the parties hereunto that if any default be made in the payment of any part of either 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, and interest thereon, stall become fue, or in case of the breach of any covenant or condition herein, the whole of said principal largly. 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
SECOND. Said partof 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
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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 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. 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. THIRD. The said part agree expenses to be parties bereunto 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 long or interest notes, 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. Dossession of said premises, by Receiver or otherwise. SixTH, It is further expressly agreed by and between the parties hereto that no drilling shall be
SECOND. Said part
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SECOND. Said part of the first part hereby cevenant and agrees to pay all kaces and assessments that shall be made upon said loan or upon the legal holder of a said notes and mortgage, on account of said loan by the State of Ottahoma, 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
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SEGOND. Said part of the first part hereby covenantand agree to pay all taxes and assessments of whatsoerer 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 onn by the State of Oklahoms, 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 promises insured in some reliable fire insurance company, approved by the party of the second part, for the sum of
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