Form 2 BORSEY Printing Company, Stationers, Dollas, Tex.—48111
REAL ESTATE MORTGAGE.
THIS INDENTURE, Made thisday ofin the year of our Lord One Thousand Nine Hundred
by and between and
and State of Oklahoma, part,
party of the second part:
WITNESSETH, That the said part
to
described tract plece or parcel of land lying and situate in the County of and 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 toheirs and assigns forever. And the said partof the first part
dohereby covenant and agree that at the delivery hereofthe lawful ownerof 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
on the first day of
part, of the first part
bearing even date herewith, with interest thereon from date at the rate of per cent, per cent, per annum, payable annually, 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 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
and to assign the poncies to said party of the second part as their interests may appear and deriver said poncies 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
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 ease of default in the payment of any installment of taxes or assessments upon said promises 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 condution herein contained, the whole of said principal sum named herein and interest thereon, shall become immediately due and navable, at the outloon of said second narty, and this mortrage may be foreclosed according to the contract of t
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 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 bearny further exceed and understood that this markeys 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 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
second party naving first been secured to commence said mining for stripping operations and make the event drining for one gas of many of consent of said score 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 ofDollars, which this mortgage also secures, anddohereby 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 part of the first part hereunto subscribe name and affix seal on the day and year first above mentioned.
Executed and Delivered in the Presence of
SEAL]
[SEAL]
The state of the s
The State of Oklahoma Ss. County of
County of
BEFORE ME,, a Notary Public in and for said County and State, on thisday of
and his wife, to me known to be the identical person who executed the within and
foregoing instrument, and acknowledged to me that
therein set forth. WITNESS My hand and official seal. , Notary Public.
My Commission expires
Filed for Record the day of A.D. 19 at o'clock M,

Register of Deeds.