

Form 3

DORSEY PRINTING COMPANY, STATIONERS, DALLAS, TEX.—1911

MORTGAGE.

FOR THE CONSIDERATION OF Eight Hundred DOLLARS,
 the receipt of which is hereby acknowledged, William Hackendorf and
Florence M. Hackendorf his wife, of _____ County, State of Oklahoma,
 first party, hereby mortgage and convey to H. B. Clate of _____
Tulsa, Oklahoma second part, the following real estate situated in Tulsa County, State of Oklahoma, described
 as follows, to-wit:

The southeast quarter (S.E. 1/4) of the southeast quarter (S.E. 1/4) of the
southeast quarter (S.E. 1/4) of section five (5) in township nineteen (19)
north, range thirteen (13) east of the Indian base and Meridian.

together with all rents and profits therefrom and all improvements, appurtenances, now or hereafter in anywise belonging thereto; and the said first party hereby
 warrants the title thereto against all persons whomsoever. This mortgage is given as security for the performance of the covenants herein, and the payment to
 said second party, successors, or assign the principal sum of

Eight Hundred Dollars on the first day of June 4th 1919.
 Dollars on the first day of _____ 19____.
 Dollars on the first day of _____ 19____.

Principal is hereby granted to pay the notes secured by this mortgage at any time before the maturity
with interest thereon at the rate of _____ per cent. per annum until maturity, and at Ten per cent. per annum after maturity, said interest to be paid
 annually, principal and interest payable at the office of Union Trust Company, according to the conditions of the one promissory
 note of the said William Hackendorf and Florence M. Hackendorf
 for said amount made and delivered unto said second party, being of even date herewith, and due as above stated.

The said first party shall not commit or suffer waste, shall pay all taxes and assessments upon said property, to whomsoever assessed, including personal taxes,
 before delinquent; shall keep the buildings thereon insured to the satisfaction of said second party for at least two
 Dollars, delivering all policies and renewal receipts to said second party; and upon the satisfaction of this mortgage, will accept from the mortgagee a duly executed
 release of the same, have it recorded and pay for the recording.

A failure to comply with any of the agreements herein shall cause the whole debt secured hereby to at once become due and collectible, if said second party
 or assigns so elect, and no demand for fulfillment of conditions broken, nor notice of election to consider the debt due shall be necessary previous to commencement
 of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage. And in case of default, said second party may take immediate possession
 of said premises; and if suit is commenced to foreclose this mortgage, the said second party shall be entitled to have a receiver appointed to take charge of said real
 estate during such litigation and the period of redemption from sale thereunder, accounting to the mortgagor for the net income only, applying the same in pay-
 ment of any part of the debt secured hereby remaining unpaid, and upon sheriff's sale said first party waives the platting of homestead and agrees that said land
 may be sold in one body. All money paid by second party for insurance, taxes or assessments upon said property, or for taxes which may hereafter be levied upon
 this mortgage, and expense of continuation of abstract, and all expenses and attorney's fees incurred by said second party and assigns by reason of litigation with
 third parties to protect the lien of this mortgage, shall be recoverable against said first party, with penalties upon tax sales, and shall bear interest at the rate of
 Ten per cent. per annum, payable semi-annually, and be secured by this mortgage as a part of the mortgage debt.

And in case of foreclosure hereof, said first parties hereby agree to pay the sum of eighty Dollars,
 attorney's fees in such foreclosure suit, to be secured by this mortgage, and for the consideration above hereby expressly waive the appraisalment of said real estate
 and all benefits of the homestead and stay laws of the State.

Dated this 4th day of June 1919.

William Hackendorf
Florence M. Hackendorf

The State of Oklahoma

County of Tulsa ss.
 On the 4th day of June A. D. 1919, before me W. S. M. Cluskey
 a Notary Public in and for said County and State, personally appeared William Hackendorf and
Florence M. Hackendorf his wife, personally to me known to be the identical persons who
 executed the within and foregoing instrument as grantor, and acknowledged to me that they executed the same as their free and voluntary
 act and deed for the uses and purposes therein set forth.
 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Tulsa, Oklahoma, on the day and date
 last above written.
 My Notarial Commission expires May 20 1911.

The State of Oklahoma

County of _____ ss.
 On the _____ day of _____ A. D. 19____, before me _____
 a Notary Public in and for said County and State, personally appeared _____ and
 _____ personally to me known to be the identical persons who executed the within
 and foregoing instrument as grantor, and acknowledge to me that _____ executed the same as _____ free and voluntary act and deed for the
 uses and purposes therein set forth.
 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at _____ on the day and
 date last above written.
 My Notarial Commission expires _____ 19____, Notary Public.

Filed for Record the 5 day of June A. D. 1919 at 5:05 o'clock P. M.

By H. B. Clate Deputy. H. B. Wackley Register of Deeds.