

81888 COMPARED

Form 3

DOLLEY PRINTING COMPANY, STATIONERS, DALLAS, TEX. 1011

MORTGAGE.

FOR THE CONSIDERATION OF Thirty five (\$35.00) DOLLARS,
the receipt of which is hereby acknowledged, Etta Noble ne Adair and N L Noble her husband
his wife, of Muskogee County, State of Oklahoma,
first party, hereby mortgage and convey to J B Culbertson of
Muskogee Oklahoma second party the following real estate situated in Lulsa County, State of Oklahoma, described

as follows, to-wit: Twenty and the North Seventy nine one hundredths 20.79 acres of Lot Four (4) and the Southwest ten (10) acres of Lot Four (4) of Section (41) Township Twenty one (21) North Range Thirteen (13) East of the I. M.

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, herein or assign the principal sum of

Thirty five (\$35.00) Dollars on the first day of June 1917
Dollars on the first day of June 1917
Dollars on the first day of June 1917

with interest thereon at the rate of ten 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 Muskogee National Bank Muskogee Okla according to the conditions of the one promissory note of the said Etta Noble ne Adair and N L Noble

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

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 payment of any part of the debt secured hereby remaining unpaid, and upon sheriff's sale said first party waives the pitting of homestead and agrees that said land may be sold for any 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 Twenty five (\$25.00) Dollars, attorney's fees in such foreclosure suit, to be secured by this mortgage, and for the consideration above hereby expressly waives the appraisal of said real estate and all benefits of the homestead and stay laws of the State.

Dated this 9th day of June 1916

Etta Noble ne Adair
N L Noble

The State of Oklahoma

County of Muskogee ss.
On the 9th day of June A. D. 1916, before me J M Manning
a Notary Public in and for said County and State, personally appeared Etta Noble ne Adair and
N L Noble her husband his wife, personally to me known to be the identical person who 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 Okla, Oklahoma, on the day and date
last above written. Real

My Notarial Commission expires August 30th 1919 J M Manning, Notary Public.

The State of Oklahoma

County of Muskogee ss.
On the 9th day of June A. D. 1916, before me
a Notary Public in and for said County and State, personally appeared Etta Noble ne Adair and
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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Okla, Oklahoma, on the day and
date last above written.

My Notarial Commission expires August 30th 1919 J M Manning, Notary Public.

Filed for Record the 30 day of June A. D. 1916 at 2 o'clock P. M.

By O G Weaver Deputy. Lewis Blair County Clerk Register of Deeds.
(Seal)