

Form 3

DOWNEY Printing Company, Stationers, Dallas, Tex. - 1911

## MORTGAGE.

FOR THE CONSIDERATION OF \_\_\_\_\_ DOLLARS,  
the receipt of which is hereby acknowledged, \_\_\_\_\_ and  
\_\_\_\_\_ his wife, of \_\_\_\_\_ County, State of Oklahoma,  
first party, hereby mortgage and convey to \_\_\_\_\_ of  
\_\_\_\_\_ second part, the following real estate situated in \_\_\_\_\_ County, State of Oklahoma, described  
as follows, to-wit:

\_\_\_\_\_ 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

\_\_\_\_\_ Dollars on the first day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_ Dollars on the first day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_ Dollars on the first day of \_\_\_\_\_ 19\_\_\_\_

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 \_\_\_\_\_, according to the conditions of the \_\_\_\_\_ promissory  
note \_\_\_\_\_ of the said \_\_\_\_\_

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 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 \_\_\_\_\_ Dollars,  
attorney's fees in such foreclosure suit, to be secured by this mortgage, and for the consideration above hereby expressly waive the appraisal of said real estate  
and all benefits of the homestead and stay laws of the State.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

The State of Oklahoma

} ss.

County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_, before me \_\_\_\_\_

a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and

\_\_\_\_\_ his wife, personally to me known to be the identical person \_\_\_\_\_ who

executed the within and foregoing instrument as grantor \_\_\_\_\_, and acknowledged 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 \_\_\_\_\_, Oklahoma, on the day and date

last above written.

My Notarial Commission expires \_\_\_\_\_ 19\_\_\_\_, Notary Public.

The State of Oklahoma

} ss.

County of \_\_\_\_\_

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 person \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

By \_\_\_\_\_ Deputy.

Register of Deeds.