Form 3 DORSET Printing Company, Stationers, Dallas, Tex- 1911
MORTGAGE.
FOR THE CONSIDATION OF
the receipt of which is hereby acknowledged, and
his wife, oL
first party, hereby mortgage and convey to of
second part, the following real estate situated inCounty, State of Oklahoma, described
as follows, to wit:
together with all rents and profits therefrom and all improvements, appurtenances, now or hercafter 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 Dellars on the first day of
Dollars on the first day of
Dollars on the first day of
with interest thereon at the rate ofper cent, per annum until maturly, and at Ten per cent, per annum after maturity, said interest to be paid
annually, principal and interest payable at the office of
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 bereof, 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 appraisement of said real estate
and all benefits of the homestead and stay laws of the State.
Dated thisday of
The State of Oklahoma
Ss.
County of
On theday ofA. D. 19, before me
a Notary Public in and for said County and State, personally appeared
his wife, personally to me known to be the identical personwho
executed the within and foregoing instrument as grantor, and acknowledged to me thatexecuted the same asfree 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.
iast above written. My Notarial Commission expires
The State of Oklahoma
Ss.
County of
On theA. D. 19, before me
a Notary Public in and for said County and State, personally appeared
and foregoing instrument as grantor, and acknowledge to me that
uses and purposes therein set forth. IN TESTIMONY WHEREOF, I have bereanto set my hand and affixed my official seal aton the day and
a, a, air a shara ann bhann
Notary Public.
ante inst above written. My Notarial Commission expires19
Filed for Record the
By Deputy.