Form 1 - (The Travelers Insurance Company, Dallas, Texas-1611)
REAL ESTATE MORTGAGE.
THIS INDENTURE, Made thisday ofin the year of our Lord One Thousand Nine Hundred
by and between
toin hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, hagranted, bargained and sold, and by these presents dogrant, bargain, sell, convey and confirm unto said party of the second part, and to its successors and assigns, forever, all of the following described tract, piece, or parcelof land lying and situated in the County ofand 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 to its successors and assigns forever. And the said partof the first part dohereby covenant and agree that at the delivery hereof the lawful ownerof the premises above granted, and seized of a good and in-
defeasible 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, its successors and assigns, forever, against the lawful claims of all persons whomsoever. PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to-wit:
FIRST. Said part of the first part justly indebted unto the said party of the second part in the principal sum of Dollars, being for a loan made by the said party of the second part to the said part of the first part and payable
according to the tenor and effect ofcertain negotiable promissory noteexecuted and delivered by the said partof the first part, bearing date19, and payable to the order of said THE TRAVELERS INSURANCE COMPANY, of Hartford, Connecticut, on the
first day of
the rate ofper cent, per annum, payable annually, which interest is evidenced bycoupon interest notes of even date herewith, and
executed by the said partof the first part, one (the first) for
each, due on the first day of
respectively. Each of said principal and interest notes bear interest after maturity at the rate of ten per cent, per annum, and are made payable to the order of said THE TRAVELERS INSURANCE COMPANY, at its office in Hartford, Connecticut. SECOND. Said partof the first part hereby covenantand agreeto 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, 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 policies to said party of the second part, as their interests may appear, and deliver said policies 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 insur-
ance if loss occurs. THRD. The said partof the first part agreeto keep all buildings, fences and other improvements on the said land in as good repair as they now are,
FOURTH. It is further expressly agreed by and between the parties hereun to 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 case of default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premium for said fire insurance when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. 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, shall be entitled to possession of said premises, by Receiver or otherwise. FIFTH. It is hereby further agreed and understood that this mortgage 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.
SEXTH. Said partof the first part hereby agree, in the event action is brought to foreclose this mortgage,will pay a reasonable
attorney's fee of
The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.
IN TESTIMONY WHEREOF, The said partof the first part hereunto subscribenameon the day and year first above mentioned.
Executed and delivered in the presence of
The State of Oklahoma Ss.
day of 19 , personally appeared
and
to me known to be the identical person
Filed for Record the
By Deputy. Register of Deeds.