Form 1—(The Travelers Instructed Company) DORSEY Printing Company, Dallas, Texas—(611)
REAL ESTATE MORTGAGE.
THIS INDENTURE, Made thisday ofin the year of our Lord One Thousand Nine Hundredby and between
of the County of and State of Oklahoma, part of the first part, and THE TRAVELERS INSURANCE COMPANY, a corporation organized under the laws of the State of Connecticut, having its principal office in the City of Hartford, Connecticut, party of the second part: WITNESSETH, That the said part of the first part, for and in consideration of the sum of Dollars,
to
TO HAVE AND TO HOLD THE SAME. With all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining,
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 hereofthe lawful ownerof the premises above granted, and selzed 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 partof the first partjustly indebted unto the said party of the second part in the principal sum of
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 of19, at the office of said Company, in Hartford, Connecticut, with interest thereon from date until maturity at
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 part. of the first part hereby covenant. and agree to 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
ance if loss occurs. THIRD. The said part
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 state that, 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 forcelosed accordingly. And it is also agreed that in the wordt 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 premies, 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
SIXTH. Said part of the first part hereby agree, in the event action is brought to foreclose this mortgage, will pay a reasonable
attorney's fee of
exemption and stay laws of the State of Okiahoma. 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.
County of
and
to me known to be the identical person
WITNESS My hand and official seal. My Commission expires, Notary Public.
Filed for Record the day of
By