

## Real Estate Mortgage Record

Wardens-Bright-Plz. Co., Ord. City.

FROM  
Lena J. Brown  
and h.b.d.  
 TO  
Silas W. Ferguson

STATE OF OKLAHOMA, Tulsa COUNTY, ss.  
 This instrument was filed for record on the 16 day of  
Apr. A.D., 1909 at 5 o'clock P.M.,  
 and duly recorded in book \_\_\_\_\_ on page \_\_\_\_\_  
 (seal) H. C. Walker Register of Deeds.  
 By \_\_\_\_\_ Deputy.  
 Fee, \$ \_\_\_\_\_

FOR THE CONSIDERATION OF Six Hundred and no DOLLARS,  
 the receipt of which is hereby acknowledged, Lena J. Brown nee Posey  
 and J.B. Brown, her husband his wife, of Tulsa County, State of Oklahoma,  
 first party, hereby mortgage and convey to Silas W. Ferguson of New York of  
 Second part, the following real estate situated in Tulsa

County, State of Oklahoma, described as follows, to-wit:

The south west quarter of the south east quarter of section  
twenty four (24) and the north east quarter of the north  
west quarter of section twenty six (26), Township sixteen  
(17) north Range twelve (12) east of the Indian Base and  
Meridian Tulsa County, Oklahoma according to United  
States survey thereof.

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 of said second party, successors or assigns the principal sum of

Six Hundred and no Dollars on the first day of April, 1912.  
 Dollars on the first day of \_\_\_\_\_, 19\_\_\_\_.  
 Dollars on the first day of \_\_\_\_\_, 19\_\_\_\_.

with interest thereon at the rate of four 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 Tennessee Merchant Bank & Trust Co. according to the conditions of the 4 promissory note of the said Lena J. Brown nee Posey and J.B. Brown 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 mortgagee 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 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 attorneys 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 nothing 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 15th day of April, 1909.

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

On the 15th day of April, A.D., 1909, before me, Henry Hornecker  
 a Notary Public in and for said County and State, personally appeared Lena J. Brown nee Posey and  
J.B. Brown, her husband who were personally to me known to be the  
 identical persons who executed the within and foregoing instrument as grantors, and acknowledged to  
 me that they 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 Bixby  
 Oklahoma, on the day and date last above written.

(seal)

Henry Hornecker Notary Public.

My Notarial Commission expires August 2nd, 1910.

STATE OF OKLAHOMA, \_\_\_\_\_ COUNTY, ss.

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 persons  
 who executed the within and foregoing instrument as grantors, 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 \_\_\_\_\_  
 on the day and date last above written.

\_\_\_\_\_  
 Notary Public.

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