

Real Estate Mortgage Record

Warden-Eighth-Pls.-Okla.-City

FROM

STATE OF OKLAHOMA, COUNTY, ss.

This instrument was filed for record on the 25th day of

June, A. D., 1909, at 8 o'clock, A. M.,

and duly recorded in book on page

By H. C. Walkley, Register of Deeds.

Fee, \$

FOR THE CONSIDERATION OF Nine hundred eighty three and 2/100 DOLLARS,the receipt of which is hereby acknowledged, Anton Hagaman and W. J. Hagaman, Partners under the firm nameand Anton Hagaman, owner and proprietor of and business of City Telephone Exchange, Tulsafirst party, hereby mortgage and convey to Farmer's Merchants State Bank, a corporation ofOklahoma Second part, the following real estate situated in Tulsa and Wagoner Counties

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

all the telephone franchise of said first party and all the rights and privileges thereof; and
all the real and personal property of said firm in Tulsa County, Oklahoma, and in
Street Cliff Township, Wagoner County, Oklahoma, including all telephone poles and cross
wires, telephones, switches, switches, cords, and other accessories, and all the furniture
tools, equipment, books, cash and other accounts, choses in action, contracts, leases,
business and good will, hereby assigning to said second party and conveying all the property,
business and assets, now forming part of the City Telephone Exchange Plant
including all that may hereafter become a part 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 cov-

enants herein, and the payment of said second party, successors or assigns the principal sum of

nine hundred eighty three and 2/100 Dollars on the first day of July, 1909.

Dollars on the first day of 19

Dollars on the first day of 19

with interest thereon at the rate of 10 per cent per annum until maturity, and at Ten per cent per annum after maturity, said interest to bepaid annually, principal and interest payable at the office of Farmer's Merchants State Bank, Tulsa, Okla. according tothe conditions of the note promissory note of the said Anton Hagaman and W. J. Hagaman

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 one

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, and will keep said telephoneexchange in good repair and shall cause the same to be kept in good repair and shall cause the same to be kept in good repair

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 neces-

sary 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 property, 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 property during such litigation and the period of redemption from sale there-

under, 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 right 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 con-

tinuation of abstract, and all expenses and attorneys fees incurred by said second party and assigns by reason of litigation with third parties to pro-

tect 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 one Dollars,

attorney's fees in such foreclosure suit, to be secured by this mortgage, and for the consideration above hereby expressly waive the appraisalment of

said property and all benefits of the homestead and stay laws of the state.

Dated this 25th day of June, 1909.STATE OF OKLAHOMA, Tulsa COUNTY, ss.On the 25th day of June, A. D., 1909, before me, Chas. M. Sherrilla Notary Public in and for said County and State, personally appeared Anton Hagaman andW. J. Hagaman, 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

Tulsa Oklahoma, on the day and date last above written.Chas. M. Sherrill Notary Public.My Notarial Commission expires Oct. 1st, 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 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

on the day and date last above written.

Notary Public.

My Notarial Commission expires 19