

Real Estate Mortgage Record

Warden-Tribune, City, Co., Okla. City.

FROM
TO

STATE OF OKLAHOMA, COUNTY, ss.
This instrument was filed for record on the 14 day of July, A. D., 1909, at 1:30 o'clock P. M., and duly recorded in book on page H. C. Walkley, Register of Deeds. Deputy.
Fee, \$.

FOR THE CONSIDERATION OF Nine hundred eighty three and 3/4 DOLLARS,

the receipt of which is hereby acknowledged, Aaron Hagaman and Will A. Hagaman, partners, under the firm name and style of A. Hagaman and Son, Owners and Proprietors of and known by the telephone exchange in principal place of business in Bixby in said Tulsa County, first party, hereby mortgage and convey to Farmers and Merchants State Bank, a corporation of Bixby, Oklahoma, Second party, the following real estate situated in Tulsa and Wagoner Counties, 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 State of Oklahoma, including all telephone poles and lines, wires, telephone insulation, wooden boards, switches, cross arms, supplies, furniture, tools, equipment, books, bags and other accounts chosen in action, contracts, leases, business and good will, hereby meaning to mortgage and convey all the property business and assets now forming part of the Bixby Okla. 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 covenants herein, and the payment of said second party, successors or assigns the principal sum of Nine hundred eighty three and 3/4 Dollars on the first day of June, 1919. 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 be paid annually, principal and interest payable at the office of Farmers and Merchants State Bank, Bixby, Oklahoma, according to the conditions of the one promissory note of the said Aaron Hagaman and Will A. 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 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 telephone exchange in operation in compliance with any of the agreements herein shall cause the whole debt secured hereby to be 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 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 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 payment of any part of the debt secured hereby remaining unpaid, and upon sheriff's sale said first party waives the plotting 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 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 real estate and all benefits of the homestead and stay laws of the state.

Dated this June 15, 1909. STATE OF OKLAHOMA, Tulsa COUNTY, ss. A. Hagaman, W. Hagaman, Chas. M. Sherrill, Notary Public.

On the 15th day of June, A. D., 1909, before me, Chas. M. Sherrill, a Notary Public in and for said County and State, personally appeared Aaron Hagaman and Will A. Hagaman, his wife personally to me known to be the identical person who executed the within and foregoing instrument as grantors, and acknowledged to me that 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) Chas. M. Sherrill, Notary Public. My Notarial Commission expires Oct. 1st, 1910. I hereby certify that this instrument was filed for record in my office on June 25, 1909, at 1 o'clock P. M., and is duly recorded in record 58, page 164. STATE OF OKLAHOMA, Tulsa COUNTY, ss. H. C. Walkley, Register of Deeds. (Seal)

On the day of A. D., 19, before me, a Notary Public in and for said County and State, personally appeared 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.