

## Real Estate Mortgage Record

Warden-Bright-11-57

FROM

STATE OF OKLAHOMA, COUNTY, ss.

This instrument was filed for record on the 29<sup>th</sup> day of January, A. D., 1910, at 3<sup>30</sup> o'clock P. M.,

and duly recorded in book \_\_\_\_\_ on page \_\_\_\_\_

By W. H. Harkley Register of Deeds.

Deputy.

Fec, \$ \_\_\_\_\_

COMPARED

TO

FOR THE CONSIDERATION OF Fifteen Hundred DOLLARS,  
 the receipt of which is hereby acknowledged,  
 and Cyrus S. Avery his husband his wife, of Tulsa County, State of Oklahoma,  
 first party, hereby mortgage and convey to Grace L. Johnson of  
Tulsa, Oklahoma Second part, the following real estate situated in Tulsa  
 County, State of Oklahoma, described as follows, to-wit:

Lot One (11) Section One (1) Township  
Thirteen (13) Range Thirteen (13) and the Southeast  
quarter of the Southeast quarter section Thirty-six (36)  
Township Twenty (20) Range Thirteen (13) and the South half  
of the Northwest quarter and the South half of the  
Northwest quarter of the Southeast quarter of section  
Thirty-one (31) Township Twenty (20) Range Thirteen (13)  
containing 160 acres

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

Fifteen Hundred Dollars on the 29<sup>th</sup> day of January 1911  
 Dollars on the first day of \_\_\_\_\_ 19\_\_\_\_  
 Dollars on the first day of \_\_\_\_\_ 19\_\_\_\_

with interest thereon at the rate of 2 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 Avery Law Co. according to  
 the conditions of the one promissory note of the said Essie M. Avery and Cyrus S. Avery her husband  
 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 nec-  
 essary 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 there-  
 under, 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 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 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 \_\_\_\_\_ 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 29<sup>th</sup> day of January 1910.

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

On the 29<sup>th</sup> day of January A. D., 1910, before me, Lucile Chastain  
 a Notary Public in and for said County and State, personally appeared Essie M. Avery and  
Cyrus S. Avery her husband who personally to me known to be the  
 identical persons who executed the within and foregoing instrument as grantor, 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 \_\_\_\_\_

Tulsa, Oklahoma, on the day and date last above written.

Lucile Chastain Notary Public.

My Notarial Commission expires Jan 13 1914.

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

On the 29<sup>th</sup> day of January A. D., 1910, before me, Lucile Chastain  
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Tulsa, Oklahoma, on the day and date last above written.

Lucile Ch Notary Public.

My Notarial Commission expires \_\_\_\_\_ 19\_\_\_\_