

Real Estate Mortgage Record

FROM

STATE OF OKLAHOMA, _____ County, ss.

TO

This instrument was filed for record on the 3 day of March, A. D., 1910, at 9:30 o'clock a M., and duly recorded in book _____ on page _____

COMPARED

By Earl S. B. Walker Register of Deeds. Deputy.

Fee, \$ _____

FOR THE CONSIDERATION OF One hundred and fifty and no/100 (150) DOLLARS, the receipt of which is hereby acknowledged, L. D. Rectorand Ada F. Rector his wife, of Tulsa County, State of Oklahoma,first party, hereby mortgage and convey to J. H. Burton of Tulsa, Oklahoma at _____

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

All that part of Block 17 in the Avenue Addition to the City of Tulsa described as beginning at a point 90 feet east of the northeast corner of lot 18 in said block 17, thence south one hundred forty two and 7/10 (142.7) feet, thence west ninety (90) feet, thence north one hundred forty two and 7/10 (142.7) feet, thence east ninety (90) feet to the place of beginning according to the amended plat of said Avenue Addition to the City of Tulsa, Tulsa County, Oklahoma, dated April 25, 1907 and duly filed for record.

together with all rents and profits thereon 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 One hundred and fifty no/100 Dollars on the 1st day of September, 1910.

One hundred and fifty no/100 Dollars on the first day of _____ 19____
Dollars on the first day of _____ 19____
Dollars on the first day of _____ 19____

with interest thereon at the rate of 8 per cent per annum from date until paid 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 _____, according to the conditions of the note promissory note of the said first parties.

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 the 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 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 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 Twenty five 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 2nd day of March, 1910.

STATE OF OKLAHOMA Tulsa COUNTY, ss.

On the 2nd day of March, A. D., 1910, before me John R. Ramsey a Notary Public in and for said County and State, personally appeared L. D. Rector and Ada F. Rector 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 Tulsa, Oklahoma, on the day and date last above written.

John R. Ramsey Notary Public.
My Notarial Commission expires Nov. 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____.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me Earl S. B. Walker Register of Deeds, on this 2nd day of March, 1910.