

Real Estate Mortgage Record

COMPARED

FROM

STATE OF OKLAHOMA, _____ County, ss.

This instrument was filed for record on the 16 day of April A. D., 1912, at 8 o'clock a M., and duly recorded in book _____ on page _____By H. C. Walkley Register of Deeds.
Rec. \$ _____ Deputy.

FOR THE CONSIDERATION OF five hundred and no/100 DOLLARS, the receipt of which is hereby acknowledged, D. L. High and his wife of Creek County, State of Oklahoma, first party, hereby mortgage and convey to Silas W. Ferguson of New York, party of Second part, the following real estate situated in Tulsa County, State of Oklahoma, described as follows, to-wit:

The west and half (W 1/2) of the northeast quarter of section
sixteen (16) township seven (7) north and range thirteen
(13) east of the Indian Base and Meridian

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

Five hundred and no/100 Dollars on the first day of March 1912
Twenty four and no/100 Dollars on the first day of March 1911
_____ Dollars on the first day of _____ 19____

with interest thereon at the rate of 5 1/2 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 Henry Bernacker according to the conditions of the three promissory notes of the said D. L. High and 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 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 fifty and no/100 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 first day of March 1912.

STATE OF OKLAHOMA, Creek COUNTY, ss.

On the 12 day of March A. D., 1912, before me Wm M. Jenkins a Notary Public in and for said County and State, personally appeared D. L. High and Martha A. High his wife personally to me known to be the identical person... 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 _____

Seal _____, Oklahoma, on the day and date last above written.
My Notarial Commission expires June 13 1912 Notary Public.

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____.