

Real Estate Mortgage Record

Wardman-Edgell-Big, Co., Okla., City.

COMPARED

FROM

TO

STATE OF OKLAHOMA, COUNTY, ss.

This instrument was filed for record on the 31 day of May A. D., 1912, at 8:45 o'clock A. M., and duly recorded in book on page

By Seal M. C. Walkley Register of Deeds. Deputy.
Fee, \$.

FOR THE CONSIDERATION OF One hundred and no. 100 DOLLARS, the receipt of which is hereby acknowledged, Ethel Frank and Harry Frank her husband, of Tulsa County, State of Oklahoma, first party, hereby mortgage and convey to M. B. Pawell of Bixby, Okla. of Second part, the following real estate situated in Tulsa County, State of Oklahoma, described as follows, to-wit:

Lot twenty-three (23) and twenty-four (24) in Block twenty-five in the Midland Addition to the town of Bixby, Okla. according to the plat of and survey of said addition.

This mortgage is given subject to a mortgage given to The Bank of Bixby, Bixby, Okla. for \$450.00, dated Jan 7th 1911 due June 1st 1912. Same being executed by Eliza M. Payne and L. P. M. Swift, her husband

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

One hundred \$ Dollars on the 1st day of June 1912
Dollars on the first day of 1912
Dollars on the first day of 1912

with interest thereon at the rate of 8 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 F. M. Bank, Bixby, Okla. according to the conditions of the one promissory note of the said Ethel Frank and Harry Frank 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 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 (\$25.00) 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 28th day of May 1912.

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

On the 28th day of May A. D., 1912, before me Henry Hornecker a Notary Public in and for said County and State, personally appeared Ethel Frank and Harry Frank 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 Bixby, Oklahoma, on the day and date last above written.

Seal Henry Hornecker Notary Public.
My Notarial Commission expires August 25 1913.

STATE OF OKLAHOMA, COUNTY, ss.

On the day of A. D., 1912, 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 1912.