

## Real Estate Mortgage Record

COMPARED

Warden-Bright-Plg. Co. OKla. City.

COMPARED

FROM

TO

STATE OF OKLAHOMA, \_\_\_\_\_ COUNTY, ss.

This instrument was filed for record on the 12 day ofJuly A. D., 1912, at 3 o'clock P. M.,

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

By Stentalkley Register of Deeds.

Fec. \$ \_\_\_\_\_ Deputy.

FOR THE CONSIDERATION OF One hundred eighty one & 5/100 DOLLARS,the receipt of which is hereby acknowledged, W. J. Coleand Eva B. Cole his wife, of Adams, Tulsa County, State of Oklahoma,first party, hereby mortgage and convey to Ratcliff-Sanders Bro. Co. ofTulsa County, State of Oklahoma, described as follows, to-wit:One half interest in store building same being a one store framewith dimensions as follows 15 feet wide & 40 feet long.(C. B. Jenks is the party who owned one half interest in abovedescribed property)W. J. Cole party of the first part, included in this mortgage toRatcliff-Sanders Bro. Co. all stock fixtures and appurtenances thereto locatedat Adams Tulsa Co. Okla.together with all rents and profits thereon and all improvements, appurtenances, now or hereafter in anywise belonging thereto; and the saidfirst 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 ofOne hundred eighty one & 5/100 Dollars on the first day of Oct 1912

\_\_\_\_\_ Dollars on the first day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_ Dollars on the first day of \_\_\_\_\_ 19\_\_\_\_

with interest thereon at the rate of eight per cent per annum until maturity, and at Ten per cent per annum after maturity, said interest to bepaid \_\_\_\_\_ annually, principal and interest payable at the office of Ratcliff-Sanders Bro. Co. according to

the conditions of the \_\_\_\_\_ promissory note \_\_\_\_\_ of the said \_\_\_\_\_

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 fifth day of July 1912STATE OF OKLAHOMA Tulsa COUNTY, ss.On the fifth day of July A. D., 1912, before me, Arnold A. Stinsona Notary Public in and for said County and State, personally appeared W. J. Cole andEva B. Cole his wife personally to me known to be theidentical person who executed the within and foregoing instrument as grantor \_\_\_\_\_, and acknowledged tome 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 Co. Tulsa Oklahoma, on the day and date last above written.Arnold A. Stinson Notary Public.My Notarial Commission expires April 21, 1914

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 \_\_\_\_\_, a mortgagee, shall in and payment in full  
retain mortgage, and same is hereby released.Signed and acknowledged before me by \_\_\_\_\_  
\_\_\_\_\_ Register of Deeds.