

## Real Estate Mortgage Record

#33176

Warden, Bright, Ok. Co., Okla. City

FROM

TO

COMPARED

STATE OF OKLAHOMA, Tulsa COUNTY, ss.This instrument was filed for record on the 27 day of July, A. D., 1911, at 11 o'clock a. M., and duly recorded in book \_\_\_\_\_ on page \_\_\_\_\_.By A. C. Walchley Register of Deeds, Deputy.

Fee, \$ \_\_\_\_\_ (Seal)

FOR THE CONSIDERATION OF Five Hundred DOLLARS, the receipt of which is hereby acknowledged, Andrew G. Shore, a single man and of lawful age, his wife, of Tulsa County, State of Oklahoma, first party, hereby mortgage and convey to Nellie L. Cook of Tulsa Oklahoma Second party the following real estate situated in Tulsa County, State of Oklahoma, described as follows, to-wit:

The Northernly Eighty (80) feet of lot Seven (7), in Block Sixty-four (64), of the city of Tulsa, Oklahoma, according to the recorded plat thereof,

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 Dollars on the 25th day of July, 1912, Dollars on the 1st day of \_\_\_\_\_, 19\_\_\_\_, Dollars on the 1st day of \_\_\_\_\_, 19\_\_\_\_.

with interest thereon at the rate of 10 per cent per annum until maturity, and at Ten per cent per annum after maturity, said interest to be paid semi-annually, principal and interest payable at the office of The Exchange National Bank, Tulsa, Oklahoma according to the conditions of the one promissory note of the said Andrew G. Shore.

for said amount made and delivered unto said second party, being of even date herewith, and due as above stated. Loan made upon said loan on the legal holiday described herein, and any taxes or assessments made 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 Five Hundred 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 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 placing 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 and any 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.

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 appraisal of said real estate and all benefits of the homestead and stay laws of the state.

Dated this Twenty 8th day of July, 1911.

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

On the 25th day of July, A. D., 1911, before me E. A. Lilly a Notary Public in and for said County and State, personally appeared Andrew G. Shore a single man who personally to me known to be the identical person who executed the within and foregoing instrument as grantor, and acknowledged to me that he may executed the same as his 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.

(Seal)

E. A. Lilly Notary Public.  
My Notarial Commission expires Sept. 21, 1912.

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\_\_\_\_.