

COMPARED

## Real Estate Mortgage Record

# 35494

Wardens-Bright-Big-Co.-Okla.-City

FROM

STATE OF OKLAHOMA, Tulsa COUNTY, ss.This instrument was filed for record on the 2nd day of Nov, A. D., 1911, at 1:15 o'clock P.M., and duly recorded in book 11 on page 11.By H. C. Walkley Register of Deeds, Deputy.Fee, \$ (Seal)

FOR THE CONSIDERATION OF Twenty-five Hundred DOLLARS, one of which is hereby acknowledged, unmarried his wife of Tulsa County, State of Oklahoma, first party, hereby mortgage and convey to Edward J. Hines of Tulsa County, Oklahoma second party, the following real estate situated in Tulsa County, State of Oklahoma, described as follows, to-wit:

The South Half (1/2) of the North Half (1/2) of the South East 1/4 of the North East Quarter (1/4) of Section Twenty-four (24) Township Thirteen (13) North of Range Twelve (12) East of the Indian Meridian, containing 47.85 Acres more or less.

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 Twenty-five Hundred Dollars on the second day of November, 1912.

Dollars on the first day of 19 Dollars on the first day of 19

with interest thereon at the rate of ten 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 Bank of Commerce according to the conditions of the one promissory note of the said Louis F. Nicholides

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 one 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 mortgagee for the net income, only, applying the same in payment of any part of the debt secured hereby remaining unpaid, and upon receipt of said first party waives the plotting 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 any other purpose 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 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 Hundred, fifty 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 second day of November, 1911.

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

On this 2nd day of November, A. D., 1911, before me, E. A. Lilly, a Notary Public in and for said County and State, personally appeared Louis F. Nicholides and unmarried 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 he they 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) 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.

My Notarial Commission expires \_\_\_\_\_, 19\_\_\_\_.

\* said mortgage or assignment made upon said loan or the legal holder of said note and mortgage in account of said loan.