

COMPARED

36790

Real Estate Mortgage Record

Warden-Bright-Plg-20, Okla-City.

FROM

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 20th day of
Dec A. D., 1911, at 6:15 o'clock P.M.,
 and duly recorded in book _____ on page _____

By H. G. Walker Register of Deeds,
 Deputy.

Fee, \$ _____

FOR THE CONSIDERATION OF Five Hundred Twenty Three 3/100 DOLLARS,
 the receipt of which is hereby acknowledged, John J. McCabe
 and Anna J. McCabe his wife, of Tulsa County, State of Oklahoma,
 first party, hereby mortgage and convey to A. B. Adams of
 _____ County, State of Oklahoma, described as follows, to-wit:

Lot Six (6) in Block 21 in Subdivision 12 (205)
in Madonna Addition to the City of Tulsa,
Oklahoma, according to plans recorded in
the office of the Register of Deeds.

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 cov-
 enants herein, and the payment of said second party, successors or assigns the principal sum of
Five Hundred Twenty Three 3/100 Dollars on the 1st day of April, 1913
 _____ Dollars on the first day of _____ 19____
 _____ Dollars on the first 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 _____ annually, principal and interest payable at the office of First National Bank, Tulsa, Okla. according to
 the conditions of the one promissory note _____ of the said John J. McCabe & Anna J. McCabe
 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 _____
eighteen months 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 Twenty (20.00) 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 20th day of October, 1911.

STATE OF OKLAHOMA, Tulsa County, ss.

On the 20th day of October, A. D., 1911, before me, A. B. Adams
 a Notary Public in and for said County and State, personally appeared John J. McCabe and
Anna J. McCabe 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
Tulsa, Oklahoma, on the day and date last above written.

(Seal) A. B. Adams Notary Public.
 My Notarial Commission expires March 22, 1913

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____