

Real Estate Mortgage Record

37364

FROM _____ STATE OF OKLAHOMA, _____ COUNTY, ss.
This instrument was filed for record on the 12 day of Jan A. D. 1912, at 8:40 o'clock A M.,
TO _____ and duly recorded in book _____ on page _____
By H. C. Holley Register of Deeds.
Deputy.
Fec, \$ _____

FOR THE CONSIDERATION OF One Hundred and Twenty DOLLARS,
the receipt of which is hereby acknowledged,
and Lanny C. Boone her husband, wife of Tyler County, State of Oklahoma,
first party, hereby mortgage and convey to Guinn Brothers of
Oklahoma City, Oklahoma second part, the following real estate situated in Tulsa
County, State of Oklahoma, described as follows, to-wit:

The southeast quarter (1/4) of the Northwest quarter (1/4) of
and the southwest quarter (1/4) of the Northwest quarter (1/4) of
section Twenty-five (25) Township Twenty-two (22) north of
Range Twelve (12) East of the Indian Meridian, containing
8.0 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 cov-
enants herein, and the payment of said second party, successors or assigns the principal sum of

One Hundred and Twenty Dollars on the 1st day of November 1912
Dollars on the first day of _____ 19____
Dollars on the first day of _____ 19____

This mortgage is subject to a prior mortgage for \$1200.00
in favor of The Aetna Life Insurance Company of Hartford, Conn
with interest thereon at the rate of six 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 Guinn Brothers of Oklahoma, according to
the conditions of the one promissory note _____ of the said Nella Boone nee Perry & Lanny C. Boone
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 placing of a 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-five 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 21st day of November 1911

STATE OF OKLAHOMA Tulsa COUNTY, ss.

On the 21st day of November A. D. 1911, before me E. A. Lilly
a Notary Public in and for said County and State, personally appeared Nella Boone nee Perry and
Lanny C. Boone her husband his wife personally to me known to be the
identical person S who executed the within and foregoing instrument as grantor S, and acknowledged to
me that they 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 Okla Oklahoma, on the day and date last above written.

(Seal) E. A. Lilly Notary Public.
My Notarial Commission expires Sept 21-1912 19____

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____

It and any title or assessment made upon said land or the legal heirs of said mortgagor and mortgagee on account of said loan