

Real Estate Mortgage Record

38204

Wardensburg, Mo. Co. Okla. City

FROM

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

This instrument was filed for record on the 9 day of

Feb A. D., 1912, at 4 o'clock P. M.,

and duly recorded in book on page

H. O. Wallaby, Register of Deeds.

By (Seal) Deputy

FOR THE CONSIDERATION OF Three Hundred DOLLARS,

the receipt of which is hereby acknowledged H. A. Terrell

and Clara E. Terrell his wife of Tulsa County, State of Oklahoma,

first party, hereby mortgage and convey to R. M. Cross of Tulsa

County, Oklahoma Second party, the following real estate situated in Tulsa

County, State of Oklahoma, described as follows, to-wit:

The Westerly eighty five (85) feet of Lots Two (2), Three (3), and Four (4) of Block Thirty seven (37), Over Addition to the City of Tulsa, Oklahoma, said tract having a frontage of eighty five (85) feet on Third Street and one hundred and fifty (150) feet on Houston Avenue, and a uniform width of eighty five (85) feet.

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

Three Hundred Dollars on the first day of December 1912

Dollars on the first day of 1919

Dollars on the first day of 1919

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 Exchange National Bank, Tulsa, Oklahoma according to the conditions of the promissory note of the said H. A. Terrell and Clara E. Terrell

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

Seven 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 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 of said second party, the said first party agrees that 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 foreclosure the 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 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.

And in case of foreclosure hereof, said first parties hereby agree to pay the sum of Thirty 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 ninth day of February 1912

H. A. Terrell

Clara E. Terrell

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

On the 9th day of February A. D., 1912, before me E. A. Lilly

a Notary Public in and for said County and State, personally appeared H. A. Terrell

and Clara E. Terrell, 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 hereto 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

STATE OF OKLAHOMA, COUNTY, ss.

On the day of A. D., 1912, before me

a Notary Public in and for said County and State, personally appeared

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 hereto set my hand and affixed my official seal at

on the day and date last above written.

Notary Public.

My Notarial Commission expires 1919

gallon of acid note and mortgage in account of said loan