

#44556

Real Estate Mortgage Record

239  
7-7-12

Warden-Edgerton Co., Okla., City.

FROM  
TO

STATE OF OKLAHOMA, Tulsa COUNTY, ss.  
This instrument was filed for record on the 4 day of  
Oct. A. D., 1912, at 2:30 o'clock P.M.,  
and duly recorded in book \_\_\_\_\_ on page \_\_\_\_\_  
Seal H. L. Walkley Register of Deeds.  
By \_\_\_\_\_ Deputy.  
Fee, \$ \_\_\_\_\_

FOR THE CONSIDERATION OF One Hundred Eighty DOLLARS,  
the receipt of which is hereby acknowledged, Thomas D. Miller, a single man  
and \_\_\_\_\_ his wife of Tulsa County, State of Oklahoma,  
first party, hereby mortgage and convey to Gum Brothers of  
Oklahoma City, Oklahoma Second part, the following real estate situated in Tulsa  
County, State of Oklahoma, described as follows, to-wit:

The North West Quarter of the North West Quarter (NW 1/4 of NW 1/4) of  
Section Thirty-one (31), and the North West Quarter of the  
North East Quarter of the North West Quarter (NW 1/4 NW 1/4) of  
Section Thirty-two (32) and South half of South West Quarter  
of South West Quarter (SW 1/4 SW 1/4) of Section Thirty (30), and  
North West Quarter of South West Quarter of South West  
Quarter (NW 1/4 SW 1/4 SW 1/4) of Section Thirty (30), and East Half  
of South West Quarter of South West Quarter (E 1/2 SW 1/4 SW 1/4)  
of Section Thirty-two (32), all in Township Twenty North (20N) X  
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

Twenty Dollars on the first day of September 1913  
Twenty Dollars on the first day of September 1914  
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 Gum Brothers, Oklahoma City, Oklahoma according to  
the conditions of the two promissory notes of the said Thomas D. Miller  
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 mortgagee 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 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 21st day of September 1912

STATE OF OKLAHOMA, Tulsa COUNTY, ss. Thomas D. Miller

On this 21st day of September A. D., 1912, before me, James Bowen  
a Notary Public in and for said County and State, personally appeared Thomas D. Miller, a single man and

\_\_\_\_\_ 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, Okla. Oklahoma, on the day and date last above written.  
(Seal) James Bowen Notary Public.  
My Notarial Commission expires Feb. 10 1914

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\_\_\_\_

\* of range Section East (14 E) of Indian Reservation.  
This mortgage is subject to a prior mortgage in favor of the Celia Life Insurance Company  
for \$10,000, dated September 10, 1912.