

COMPARED

Real Estate Mortgage Record

67844

Wardenburg, Co., Okla., City.

FROM

STATE OF OKLAHOMA, Ilesa COUNTY, ss.This instrument was filed for record on the 5 day of Feb A. D., 1915, at 9:25 o'clock A M.,and duly recorded in book Lewis Clin Co Clerk on page ---By Chivers Register of Deeds.

Deputy.

Fee, \$ (Seal)FOR THE CONSIDERATION OF Five Hundred (500) DOLLARS, the receipt of which is hereby acknowledged, Neppie A Miller, a widowof Ilesa County, State of Oklahoma,first party, hereby mortgage and convey to Fred Dager of Ilesa, OklahomaSecond party, the following real estate situated in Ilesa County, State of Oklahoma, described as follows, to wit:The north half of the Southeast Quarter of the Northwest Quarter (N1/2 SE1/4 NW1/4) of Section Thirtieth (30) in Township Twenty (20) north of Range Thirtieth (13) East of the Indian Meridian, containing 320 acres more or less according to Government Survey.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 Five Hundred (500) Dollars on the first day of February 1918.Dollars on the first day of February 1918.Dollars on the first day of February 1918.with interest thereon at the rate of 8 per cent per annum until maturity, and at Ten per cent per annum after maturity, said interest to be paid semi annually, principal and interest payable at the office of Central National Bank in Ilesa, Oklahoma according to the conditions of the one promissory note of the said Neppie A 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 one year.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 the sale of said first party waives the plotting of homestead and agrees that said land may be sold in one body.

All money paid by said 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 semi-annually, and be secured by this mortgage as a part of the mortgage debt.

And in case of foreclosure hereof, said first party hereby agrees to pay the sum of Five (500) Dollars, attorney's fees in such foreclosure suit, to be secured by this mortgage, and for the consideration above hereby expressly waives the appraisalment of said real estate and all benefits of the homestead and stay laws of the State.Dated this 3rd day of February 1915.Ilesa COUNTY, ss.On the 3rd day of February 1915, before me, E. A. Lilly, a Notary Public in and for said County and State, personally appeared Neppie A Miller, a widow 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 she they executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and official seal.In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Ilesa, Oklahoma, on the day and date last above written.E. A. Lilly Notary Public.My Notarial Commission expires March 28 1917.

STATE OF OKLAHOMA, COUNTY, ss.

On the --- day of --- A. D., 19---, before me, E. A. Lilly, a Notary Public in and for said County and State, personally appeared Neppie A Miller, a widow 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 she they executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and official seal.In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Ilesa, Oklahoma, on the day and date last above written.E. A. Lilly Notary Public.My Notarial Commission expires March 28 1917.

STATE OF OKLAHOMA, COUNTY, ss.

On the --- day of --- A. D., 19---, before me, E. A. Lilly, a Notary Public in and for said County and State, personally appeared Neppie A Miller, a widow 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 she they executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and official seal.In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Ilesa, Oklahoma, on the day and date last above written.E. A. Lilly Notary Public.My Notarial Commission expires March 28 1917.

TREASURER'S ENDORSEMENT

I hereby certify that I received

and issued Receipt No. 2549therefor in payment of mortgage tax on ---

who executed the within and foregoing instrument, 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 Ilesa, Oklahoma, on the day and date last above written.--- County Treasurer.

Notary Public.

My Notarial Commission expires --- 19---.