

COMPARED

67950.

Real Estate Mortgage Record

WARDEN-BURKH-PLS. CO., OKLA. CITY.

FROM

TO

STATE OF OKLAHOMA, Julesa COUNTY, ss.This instrument was filed for record on the 7 day of Feb A. D. 1915, at 4 o'clock P M., and duly recorded in book _____ on page _____By Lewis Elm Co Clerk Register of Deeds.
By Oliver Deputy.

Fee, \$ _____

FOR THE CONSIDERATION OF Twelve Hundred (1200) DOLLARS,the receipt of which is hereby acknowledged, Clarence L Lloyd unmarriedand his wife of Julesa County, State of Oklahoma,first party, hereby mortgage and convey to W. C. Elliott ofJulesa Oklahoma Second party, the following real estate situated in Julesa

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

All of Lot Four (5) in Section Thirty five (35) Township Twenty (20) North Range Twelve (12) East of the Indian Meridian less that part of Lot Four (5) described as follows: Beginning at the Southeast corner of said Lot Four (5) thence North Six hundred eighty and twenty two hundredths (680.22) feet; thence West four hundred fifty one and two tenths (451.2) feet; thence South six hundred eighty and twenty two hundredths (680.22) feet; thence East four hundred fifty one and two tenths (451.2) feet to the place of beginning.

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 Twelve Hundred (1200) Dollars on the 1st day of February 1916.Dollars on the first day of _____ 19____
Dollars on the first day of _____ 19____
Dollars on the first day of _____ 19____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 E. A. Lilly in Julesa Oklahoma, according to the conditions of the one promissory note of the said Clarence L Lloyd.for said amount made and delivered unto said second party, being of even date herewith, and due as above stated. more than on account of this loan
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 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 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 pitting 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 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 agree to pay the sum of One hundred Twenty 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 8th day of February 1915STATE OF OKLAHOMA, Julesa COUNTY, ss.On the 8th day of February 1915 before me E. A. Lilly
a Notary Public in and for said County and State, personally appeared Clarence L Lloyd and his wife personally to me known to be the

TREASURER'S ENDORSEMENT

I hereby certify that I received
\$240 and issued Receipt No 2027
therefor in payment of mortgage tax on the
within mortgage.
Dated this 10th day of Feb 1915
John Oliver
County Treasurer.

identical person who executed the within and foregoing instrument as grantor, and acknowledged to me that he executed the same as his 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 _____ Oklahoma, on the day and date last above written.

My Notarial Commission expires March 28 1917

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.

My Notarial Commission expires _____ 19____