

COMPARED

251

# Real Estate Mortgage Record

# 68138

Wardenburg, Okla. City

FROM

STATE OF OKLAHOMA, Nowa COUNTY, ss.

This instrument was filed for record on the 17 day of Feb A. D., 1915, at 4 o'clock P. M., and duly recorded in book \_\_\_\_\_ on page \_\_\_\_\_

By Lewis Elmer Co Clerk Register of Deeds.  
By Quinn Deputy.

Fee, \$ \_\_\_\_\_

FOR THE CONSIDERATION OF Eighteen Hundred (1600) DOLLARS,

the receipt of which is hereby acknowledged, W. P. Hatchett and Gertrude Hatchett his wife, of Nowa County, State of Oklahoma,

first party, hereby mortgage and convey to W. C. Elliott his heirs and assigns Second party, the following real estate situated in Nowa County, State of Oklahoma, described as follows, to-wit:

The Western party (40) feet of lot one (1) in Block one hundred thirty four (134) of the town of Nowa. According to the Government plat and survey thereof. Same having a frontage of forty (40) feet on west fourth street and a uniform width of forty (40) feet to the south line of said lot one (1) and adjoining the alley in said block.

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, thereby 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 Sixteen Hundred (1600) Dollars on the 1st day of August 1916

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 Nowa, Oklahoma, according to the conditions of the One promissory note of the said W. P. Hatchett and Gertrude Hatchett

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 sixteen hundred (1600) 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 property, 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 any other part of the same 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 parties hereby agree to pay the sum of One hundred thirty 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 15th day of February 1915

STATE OF OKLAHOMA, Nowa COUNTY, ss.

W. P. Hatchett  
Gertrude Hatchett

On the 17th day of February 1915, before me, W. P. Hatchett and Gertrude Hatchett 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 hereunto set my hand and affixed my official seal at \_\_\_\_\_ Oklahoma, on the day and date last above written.

Deed C. B. Walker Notary Public.

My Notarial Commission expires January 18 1918.

STATE OF OKLAHOMA, \_\_\_\_\_ COUNTY, ss.

On the \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_, before me, \_\_\_\_\_ and \_\_\_\_\_ 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 \_\_\_\_\_ 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\_\_\_\_.

**TREASURER'S ENDORSEMENT**  
I hereby certify that I received 24657 and issued Receipt No. 24657 therefor in payment of mortgage tax on the within mortgage.  
Dated this 17th day of Feb 1915  
John H. Thomas County Treasurer.  
Ray Armistead dep