

## Real Estate Mortgage Record

#34991

WITNESS: EDITH L. CO., OKLA. CITY

FROM

COMPARED

TO

The Union Central Life Insurance Company

STATE OF OKLAHOMA, Tulsa County, ss.This instrument was filed for record on the 14 day of Oct A. D. 1911 at 9 o'clock a M., and duly recorded in Book \_\_\_\_\_ on page \_\_\_\_\_By H. C. Walkley Register of Deeds

Deputy

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

(Seal)

THIS MORTGAGE, Made this 17th day of May In the year 1911, by Jesse F. Kays and Maude C. Kays his wife of Tulsa County, Oklahoma, mortgagor, 2 parties of the first part, and THE UNION CENTRAL LIFE INSURANCE COMPANY, a corporation of Cincinnati, Ohio, mortgagee, party of the second part:

WITNESSETH, That the mortgagor 2 mortgage to the mortgagee, the following described real estate, situate in Tulsa County, Oklahoma, to-wit:

The North East Quarter (1/4) of Section Eight (8) all in Township Seventeen (17), North, of Range Thirteen (13) East,

of the Indian Meridian, containing in all 160 acres, more or less, according to Government survey thereof, with all improvements thereon and appurtenances thereunto belonging and warrant the title to the same, as security for the payment to it of a debt evidenced by certain promissory notes, executed concurrently with this mortgage by Jesse F. Kays, Maude C. Kays parties of the first part, and payable to the party of the second part, or order, and bearing the same date as this mortgage, and specified in them as follows:

One certain promissory note for the sum of Two thousand DOLLARS,  
One certain promissory note for the sum of \_\_\_\_\_ DOLLARS,  
One certain promissory note for the sum of \_\_\_\_\_ DOLLARS,  
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One certain promissory note for the sum of \_\_\_\_\_ DOLLARS.

(for the principal sum loaned) payable on date \_\_\_\_\_ therein specified, (or in partial payments prior to maturity in accordance with stipulation therein) with interest from date until paid at the rate therein specified; interest until maturity being evidenced by interest coupon notes of even date, which draw ten per cent, per annum after maturity, payable annually until paid.

The parties of the first part hereby covenant and agree with the party of the second part as follows:  
FIRST—That parties of the first part do hereby release, relinquish and waive all rights or claims of homestead exemption and do hereby include such rights or claim in this mortgage.

SECOND—To pay all taxes, assessments and charges of every character which are now due, or which hereafter may become liens on said real estate; to pay all taxes assessed against the said second party on the note or debt secured hereby before the same become delinquent and deliver to the second party receipts for the payment thereof. If not paid, the holder of this mortgage may elect to pay such taxes, liens or assessments and be entitled to interest on the same at the rate of ten per centum per annum and this mortgage shall stand as security for the amount so paid with interest.

THIRD—To keep all buildings, fences and other improvement on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber, except for the making and repairing of fences on the place, and such as shall be necessary for firewood for the use of the grantor's family.

FOURTH—To keep the buildings on said premises insured in some responsible joint stock company, approved by the party of the second part, for the insurable value thereof, with the second party's form of assignment attached, making said insurance payable in case of loss to the party of the second part, as its interest may appear and deliver the policy and renewal receipts ~~therefor to the mortgagee~~ to the mortgagee. In case of ~~failure to keep said buildings so insured~~ the holder of this mortgage may effect such insurance and the amount so paid shall be collectible with the notes herein, with interest at ten per cent, per annum, and this mortgage shall stand as security therefor.

FIFTH—They further agree, that if any of said notes shall not be paid or there is failure to pay any notes given as evidence of interest on any extension of the time of payment of the debt herein secured, when the same shall be due, or to conform to or comply with any of the foregoing covenants or agreements, the whole sum of money herein secured shall thereupon become due and payable at the option of the second party without notice and this mortgage may be foreclosed.

SIXTH—To waive, and they do hereby waive all benefits of stay, valuation or appraisal laws of the State of Oklahoma.  
SEVENTH—The party of the first part hereby agrees to pay to the party of the second part all costs and expenses including attorney's fees to which it may be put in protecting the title herein warranted, or in any suit involving the mortgage security, and also all expenses which the second party may incur should it be necessary for it to appear in any of the Land Departments or Offices of the General Government in connection with the title herein, all such costs, expenses and attorney's fees to be secured hereby at ten per cent, per annum.

EIGHTH—In case of foreclosure proceedings the party of the first part hereby agrees to pay to the party of the second part the sum of \$200.00 as attorney's fees for such suit payable upon filing of the petition, the same to be secured hereby with interest at ten per cent, per annum.

The foregoing covenants and conditions being kept and performed, this conveyance to be void, and this mortgage to be released at the expense of said parties of the first part, and release to be recorded at cost of said parties of the first part; otherwise to continue in force and effect.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands,

Exacted in our presence  
W. E. Pruitt the witness who signed maker  
John D. Miller, name must add his signature  
"who signed named maker"  
STATE OF OKLAHOMA, Tulsa County ss.

Before me a Notary Public in and for said County and State, on this 23rd

day of Sept 1911, personally appeared Jesse F. Kays and

Maude C. Kays, his wife to me known to be the identical persons who executed the

within and foregoing instrument 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.

My commission expires 12/31-1913, W. E. Pruitt Notary Public.

(Seal)