

Real Estate Mortgage Record

35142

Warden-BHHEH-fig. 60, DIA, CIV.

FROM

TO

The Union Central Life Insurance Company

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 19 day
of Oct A. D. 1911 at 2 o'clock P. M.,
and duly recorded in Book on page

H. C. Walkley Register of Deeds

By Deputy

Fec, \$ (Seal)

THIS MORTGAGE Made this 11th day of October in the year 1911 by
Oliver P. Berryhill and Addie M. Berryhill, his wife
of Tulsa County, Oklahoma, mortgagor, part 1st, 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 mortgage to the mortgagee the following described real estate, situate in
Tulsa County, Oklahoma, to-wit:

The South West Quarter (1/4) of the
South East Quarter (1/4) of Section Eighteen
(18), Township Seventeen (17) North, Range
Thirteen (13) East,

of the Indian Meridian, containing in all 40 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 Oliver P. Berryhill and Addie M. Berryhill, his wife, 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 to wit: ~~Seven hundred and no/100~~ DOLLARS,
~~One certain promissory note for the sum of~~ DOLLARS,
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(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 sec-
ond 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,
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 thereof to the mortgagee herein. In case of failure to keep said buildings so
insured the holder of this mortgage may cut such timber 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 apportionment 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 \$70.00
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
Executed in our presence, E. A. Lilly
Signed name of maker, O. P. Berryhill, who Oliver P. Berryhill
made, the notes, who signs maker executed
add to his name, who signs maker name Addie M. Berryhill
STATE OF OKLAHOMA, Tulsa County ss.

Before me, a Notary Public in and for said County and State, on this 11th
day of October 1911 personally appeared Oliver P. Berryhill and
Addie M. Berryhill his wife to me known to be the identical person 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 Sept 21, 1912, E. A. Lilly Notary Public.

(Seal)