

COMPARED

## Real Estate Mortgage Record

#35612.

FROM

*Martien H. Tierney and  
Mary Tierney*  
TO

The Union Central Life Insurance Company

STATE OF OKLAHOMA, *Tulsa* County, ss.

This instrument was filed for record on the *6* day  
of *Nov.* A. D. 19*11* at *2:15* o'clock *P.* M.,  
and duly recorded in Book \_\_\_\_\_ on page \_\_\_\_\_

Seal *H. W. Kelley* Register of Deeds  
By \_\_\_\_\_ Deputy

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

THIS MORTGAGE, Made this *4th* day of *November* in the year 19*11*, by  
*Martien H. Tierney and Mary Tierney, his wife*  
of *Tulsa* County, Oklahoma, mortgagor *as* 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 *as* mortgage to the mortgagee the following described real estate, situate in *Tulsa*  
County, Oklahoma, to-wit:

*The East Half (1/2) of the North West Quarter  
(1/4) and the South West Quarter (1/4) of the  
North West Quarter (1/4), of Section Twenty  
One (21), Township Nineteen (19) North, Range  
Thirteen (13) East.*

of the Indian Meridian, containing in all *1.20* 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 promiss-  
sory notes, executed concurrently with this mortgage by *Martien H. Tierney and Mary Tierney, 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, *for the sum of thirty-five 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.

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 herein. 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  
centum 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  
executed in our presence, *E. A. Lilly*  
*E. A. Lilly*  
Notary Public.  
STATE OF OKLAHOMA, *Tulsa* County, ss.

Before me, a *Notary Public*, in and for said County and State, on this *6th*  
day of *November*, 19*11*, personally appeared *Martien H. Tierney*  
and *Mary Tierney, 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 *Sept. 21, 1912*.

Seal

*E. A. Lilly*  
Notary Public.