

COMPARED

# Real Estate Mortgage Record

325

#35762

WITNESSETH, That the mortgagee, mortgagee to the mortgagee, the following described real estate, situate in

FROM

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 11 day of Nov A. D. 1911 at 4 o'clock A.M., and duly recorded in Book on page

TO

H. C. Walkley Register of Deeds

The Union Central Life Insurance Company

By Deputy

Fee, \$

(Seal)

THIS MORTGAGE, Made this 27th day of October in the year 1911 by J. Miller Crutchfield and Nellie D. Crutchfield, his wife of Tulsa County, Oklahoma, mortgagor, partees 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 mortgagee, mortgagee to the mortgagee, the following described real estate, situate in Tulsa County, Oklahoma, to-wit:

T. & South East Quarter (1/4) of Section Thirty six (36) Township Nineteen (19) North, 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 J. Miller Crutchfield and Nellie D. Crutchfield, his wife of the first part, and bearing the same date as this mortgage, and as follows:

One certain promissory note for the sum of \$100.00 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 part 1st of the first part hereby covenants and agrees with the party of the second part as follows:

FIRST.—That part 1st 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 part 1st of the first part, and release to be recorded at cost of said part 1st of the first part; otherwise to continue in force and effect.

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

Executed in our presence E. A. Lilly, J. Miller Crutchfield and Nellie D. Crutchfield, his wife, 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.

STATE OF OKLAHOMA, Tulsa County, ss. Before me, a Notary Public, in and for said County and State, on this 28th day of October 1911, personally appeared J. Miller Crutchfield and Nellie D. Crutchfield, 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 E. A. Lilly Notary Public.

(Seal)