

COMPARED

Real Estate Mortgage Record

#38672.

Warden, Oregon, U.S. Co. OREG. CITY

FROM

STATE OF OKLAHOMA, Adair County, ss.

This instrument was filed for record on the 26 day
of Feb. A. D. 1912 at 940 o'clock A. M.,
and duly recorded in Book 5-8 on page 328

-----H. C. Oakley----- Register of Deeds

By Deputy

Fee, \$-----

TO

The Union Central Life Insurance Company

THIS MORTGAGE, Made this 2nd day of February in the year 1912, by Beryl E. Miller, a single man of lawful age, of Tulsa County, Oklahoma, mortgagor, part 1 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 North West Quarter ($\frac{1}{4}$) of the South East Quarter ($\frac{1}{4}$) and the East half ($\frac{1}{2}$) of the South West Quarter ($\frac{1}{4}$) of the South East Quarter ($\frac{1}{4}$) of Section Thirty-one (31), Township Twenty (20) North, Range Fourteen (14) East.

of the Indian Meridian, containing in all 60 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 Beryl E. Muller a single man, of lawful age, part of the first part, and payable to the party of the second part, or order, and bearing the same date as this mortgage, and described together as, follows:

[illegible]

(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 on the principal sum payable at maturity.

The part 1 of the first part hereby covenant and agree s with the party of the second part as follows:

FIRST - That part 1 of the first part do es hereby release, relinquish and waive all rights or claims of homestead exemption and do es hereby include such rights or claims in this mortgage.

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 pay all the cost of painting and painting of timber, except for the mending and repairing of fences on the place, and such as shall be necessary for firewood for the use of the grantor's family.

for removal of the use or title of said family.

The undersigned hereby assign the buildings on said premises insured in some responsible joint stock company, approved by the Board of Directors of the second part, for the purpose of insuring the same against fire, and the proceeds of such 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 thereon to the mortgagee herein. In case of failure to keep said buildings so insured the holder of this mortgage may call for such insurance and the amount so paid shall be collectible with the notes herein, with interest at ten per cent.

PERMANENTLY, and this mortgage shall stand its security therefor.

FOURTH. 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 term of the debt herein secured, within 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 in protecting the title herein warranted, or in any suit involving the mortgage security, and also all costs of the General Government in connection with the title herein warranted, and all such costs, expenses and attorney's fees to be secured hereby at ten per cent. per annum.

EXGROSSE. 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 \$120.00 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 party of the first part, and release to be recorded at cost of said party of the first part; otherwise to continue in force and effect.

IN TESTIMONY WHEREOF, The said part 4 of the first part has 2 hereunto set his hand

executed in our presence, if marks, speculates by mark the
 witness who signs makes
 name must add after his signature
 who signed name of maker.

Beryl E. Miller

STATE OF OKLAHOMA, Tulsa County ss.
 I, B. E. Miller, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of said County.

STATE OF OKLAHOMA, *Indian* County ss. *Notar P. H. 4 x 10*

Before me, a Notary Public in and for said County and State, on this 7th day of February, 1913, Bert E. Williams being personally known to me, or from reliable information I have received, to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

day of February 1 1912; personally appeared Wesley C. Muller a single man of lawful age

and _____ to me known to be the identical person _____ who executed the
within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for

within and foregoing instrument and acknowledged to me that she executed the same as hers free and voluntary act and deed for