

COMPARED Real Estate Mortgage Record

# 47297

FROM  
Samuel W. Brown  
Jennie E. Brown his wife  
TO

The Union Central Life Insurance Company

STATE OF OKLAHOMA, Tulsa County, ss.  
This instrument was filed for record on the 10 day  
of Jan. A. D. 19 at 8 o'clock A. M.,  
and duly recorded in Book on page  
(seal) Lewis Clise Register of Deeds  
By Mary S. Aldham Deputy  
Fee, \$.

THIS MORTGAGE, Made this 31st day of December in the year 1912, by  
Samuel W. Brown and Jennie E. Brown his wife  
of Tulsa County, Oklahoma, mortgagors, part 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 mortgagors, mortgage to the mortgagee, the following described real estate, situate in Tulsa  
County, Oklahoma, to-wit:

The South Half of the North west quarter (1/4) and  
Lot one (1) said Lot one being the North west quarter (1/4)  
of North west quarter (1/4) and North East quarter (1/4)  
of North west quarter and the North East quarter (1/4)  
all constituting the North half (1/2) of Section Twenty  
Eight (28) Township seventeen (17) North Range  
fourteen (14) East

of the Indian Meridian, containing in all 320 acres, more or less, according to Government survey thereof, with all improvements  
thereon and appurtenances thereto 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 Samuel W. Brown and Jennie E. Brown, 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 secured by the same, as follows:  
One certain promissory note for the sum of \$1000 DOLLARS,  
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One certain promissory note for the sum of \$1000 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 part of the first part hereby covenant and agree with the party of the second part as follows:  
FIRST.—That part 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 part 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, 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 \$350.00  
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 of the first part, and release to be recorded at cost of said part of the first part; otherwise to continue in force and effect.

IN TESTIMONY WHEREOF, The said part of the first part have hereunto set their hand &  
Executed in our presence  
S. Geo. B. Spaulding  
& C. Jenkins  
STATE OF OKLAHOMA, Tulsa County, name of the mortgagor who signed name of maker  
Before me, a Notary Public in and for said County and State, on this 4  
day of January 1913, personally appeared Samuel W. Brown  
and Jennie E. Brown 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 Mar 31-1914 (seal) Horace B. Harrison Notary Public.