

# Real Estate Mortgage Record

Warden Ebright Pkg. Co., Okla. City

FROM

STATE OF OKLAHOMA, ..... COUNTY, ss.

This instrument was filed for record on the 19 day of 12

-----*Jan*----- A. D., 19*09*, at *9<sup>50</sup>* o'clock *a*----- M.,

and duly recorded in book-----on page-----

By H. B. Walkley, Register of Deeds.  
Deputy.

Fee, \$-----

THIS INDENTURE, made this 15th day of June in the year of our Lord One Thousand Nine Hundred and nine by and between Frank M. Rogers and his wife, of the County of Pogere and State of Oklahoma, part ies of the first part, and Luelle F. Stuart, of Wellington, Kansas party of the second part:

WITNESSETH, That the said party in of the first part, for and in consideration of the sum of One thousand Dollars, to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, he well granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to their successors and assigns, forever, all of the following described tract, place, or parcel of land lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

The east half (E $\frac{1}{2}$ ) of the northwest quarter (NW $\frac{1}{4}$ ) of section twelve (12) in township twenty two (22) north, range thirteen (13) east of the Indian Base and Meridian, containing 80 acres.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and all rights of homestead exemption unto the said party of the second part and to her heirs and assigns forever. And the said party of the first part do hereby covenant and agree that at the delivery hereof that are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will WARRANT AND DEFEND the same in the quiet and peaceable possession of said party of the second part, her heirs and assigns, forever, against the claims of all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein, and the payments to the said \_\_\_\_\_ heirs,  
successors and assigns at the office of \_\_\_\_\_  
in the principal sum of \_\_\_\_\_ Dollars  
on the first day of \_\_\_\_\_ 19\_\_\_\_, according to the terms and conditions of the one promissory note, made and executed by  
\_\_\_\_\_ and \_\_\_\_\_ his wife  
purvised of the first part, bearing even date herewith, with interest thereon from date at the rate of \_\_\_\_\_ per cent per annum, payable  
\_\_\_\_\_ annually, but with interest after maturity at the rate of ten per cent per annum, which interest is evidenced by \_\_\_\_\_ coupon  
interest notes thereto attached.

SECOND—Said party of the first part hereby covenant and agree to pay all taxes and assessments of whatsoever character on said land, and to make all payments that shall be made upon said loan or upon the legal holder of said notes and mortgage, on account of said loan by the State of Oklahoma, if any there be, or by the county or town wherein said land is situated, when the same become due, and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company, approved by the party of the second part, for the sum of \_\_\_\_\_ dollars, and to assign the policies of said party of the second part, as their insurances may apply, and deliver said policies to said party of the first part, to be held by them until the mortgage is fully paid and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

THIRD.—The said part, *res* of the first part agree to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

[illegible]

FIFTH.—It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal, principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

SIXTH: It is further expressly agreed by and between the parties hereto that no drilling shall be commenced upon said land for oil or gas or any stripping or mining be commenced on any part of said land until the first or subsequent drilling or stripping operations shall be commenced without the written consent of the first party hereto. No drilling or stripping shall be commenced to commence said drilling, mining or stripping operations and that if the drilling or mining, or stripping for coal, stone or other mineral substances of any character whatsoever shall be commenced on said land without having first obtained the written consent of said second party as aforesaid, such drilling, mining or striping shall operate to make the debt which this mortgage secures to immediately become due and payable at the option of said second party and this mortgage may be foreclosed accordingly.

seventeen to immediately become one hundred dollars per month, and the said party and this mortgage may de-  
SEVENTEEN.—Said part and of the first page hereby agree that in the event action is brought to foreclose this mortgage they  
pay a reasonable attorney's fee of One Hundred dollars, which this mortgage also secures, and they do hereby expressly  
waive all claim or release of the said real estate.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, the said part ies of the first part hereunto subscribe their names, and affix their seal, s on the day and year first above mentioned.

Frank M. Rogers. [SEAL]

Stella Rogers. [SEAL]

Executed and delivered in the presence of

STATE OF OKLAHOMA, County of Gregg, ss.  
 Before me, W. L. Hulse, a Notary Public in and for said County and State, on this

11th day of June A. D. 1929 personally appeared  
Franklin Rogers and Stella Rogers, his wife

and \_\_\_\_\_ his wife,  
to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed  
the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein set forth. \_\_\_\_\_ They

WITNESS my hand and official seal  
My commission expires May 20th 1910 Clinton L. Goodale Notary Public