

29171

MORTGAGE OF REAL ESTATE.

This Indenture, Made this 12th day of March 1912, by and between M.E. Shepard and Anna Florence Shepard, his wife of Tulsa County, in the State of Oklahoma, of the first part, and Charles Page,

of the second part:

Witnesseth: That the said parties of the first part, for and consideration of the sum of

Five Hundred (\$500.00)

DOLLARS,

to them in hand paid, by the party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained, Sold, and Conveyed, and do by these presents Grant, Bargain, Sell, Convey and Confirm unto the ~~said~~ party of the second part, and to his heirs, executors, administrators or assigns, forever, all the following described tract of land, situated ~~in~~ in the County of Tulsa State of Oklahoma, to-wit:

Lots Three (3), Four (4) and Five (5) in Block Eleven (11) of the Pleasant View Addition to the City of Tulsa Oklahoma, according to the official plat and survey thereof.

To Have and to Hold the Same, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to his heirs and assigns, forever.

This mortgage is given as security for the performance of the covenants herein, and the payment to

the party of the second part, the principal sum of Five Dollars,

~~due to said second party for an actual loan of the said amount on the~~ day of March 1912,

according to the terms and conditions of the principal note in the amount of

Five Dollars, dated the 12th day of March 1912, and accompanying coupon interest notes,

each in the sum of Five Dollars, and bearing the same date, made and executed by the parties of the first part,

~~Second~~ Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatsoever character on said lands,

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~~ two-thirds of their value Five Dollars, and to

assign the policies to said party of the second part, as his interest may appear, and deliver said policies and renewals to said party of the second

part, to be held by him until this mortgage is fully paid, and the said parties of the first part assume all responsibility of proof and care and

expense of collecting such insurance if loss occurs. In the event of default by the party of the first part in any payment or payments of taxes,

assessments of any kind, or of insurance premiums, party of second part may pay same, and such sums so paid shall thereafter draw interest at

the rate of 8 per cent. per annum,

~~It is further expressly agreed by and between the parties hereto, that if any default be made in the payment of any part of either~~

said principal or interest ~~when~~ when the same become due, or in case of default in the payment of any ~~interest~~ taxes or assessments upon

said premises, or the premium for said fire insurance, when the same become due, or in case of the breach of any covenant or condition herein

contained, the whole of said principal ~~and~~ herein named, and the interest thereon, shall immediately become due and payable, at the option of

the second party, and this mortgage may be immediately foreclosed.

Now if said parties of the first part shall well and truly pay to the said party of the second part, his heirs, executors, assigns, or

administrators, the sum of money hereinbefore recited, and all other amounts which may be paid out by said second party or assigns, under the

provisions of this mortgage, and all other indebtedness which may be due said party or assigns, at the times herein stipulated then this

conveyance shall be null and void, otherwise to remain in full force and effect. And in case of any default in the payment of said indebtedness,

or failure of said first party to fulfill any of the stipulations and agreements herein contained, said party of the second part, his heirs or assigns,

agents or attorneys, are hereby authorized and empowered to declare the whole indebtedness hereby secured at once due and payable, to take

charge of said property on demand without process of law, and proceed with the foreclosure of this instrument as provided by law.

In Testimony Whereof, the parties of the first part have hereunto subscribed their names the day and year first above written.

Miles E. Shepard
Anna Florence Shepard

STATE OF OKLAHOMA, } ss. Before me, the undersigned a Notary Public, in and for
COUNTY OF TULSA.

said County and State, on this 12th day of March 1912, personally appeared

M.E. Shepard and Anna Florence Shepard, 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 herein set forth.

(Seal) Claude F. Tingley Notary Public.

My Commission expires Sept 12, 1914

STATE OF OKLAHOMA, TULSA COUNTY--AT TULSA, OKLA.

I hereby certify that this Instrument was filed for record in my office on Mar 13 1912, at

10:30 o'clock A M., and is duly recorded in Record Page

H.C. Wallaley
Register of Deeds

(Seal)

#7 above not forth, evidenced by one certain promissory note, executed and delivered to said party of the second part, described as follows: One note dated March 12th 1912, in the sum of \$500.00 with interest from date of the note of eight percent per annum, due on or before five years after date, made and executed by the parties of the first part.

for all insurance, taxes and assessments