

# 40578

## MORTGAGE OF REAL ESTATE.

This Indenture, Made this 20 day of April, 1912, by and between  
A. E. Havens and M. E. Havens, his wife & Orage  
 of Osage County, in the State of Oklahoma, of the first part, and

of the second part:

Witnesseth: That the said parties of the first part, for and consideration of the sum of  
Thirty Five Hundred Twenty Six DOLLARS,  
 to them in hand paid, by the party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained, Sold, 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 County,  
 State of Oklahoma, to-wit:

Lot Forty (40) in Block Sixteen (16) of the  
Town-site of Orage, Orage County, Oklahoma,  
and Lots nine and ten in Block thirty seven  
of the town of Sand Springs, Tulsa County, Oklahoma

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 ## Dollars,  
 due to said second party for an actual loan of the said amount on the ## day of ##,  
 according to the terms and conditions of ## principal note in the amount of ##  
 Dollars, dated the ## day of ##, and ## accompanying coupon interest notes,

each in the sum of ## Dollars, and bearing the same date, made and executed by the parties of the first part,  
 and that they are the owners in fee of the above described premises, and that the same are free and clear  
 of all other claims and encumbrances.  
 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 ## 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, at his option, pay same and such sums so paid shall thereafter draw interest at  
 the rate of 8 per cent. per annum.

Third: 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 the same become due, or in case of default in the payment of any ## of 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 ## 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.

A. E. Havens  
M. E. Havens

STATE OF OKLAHOMA, } ss. Before me, the undersigned a Notary Public, in and for  
 COUNTY OF Osage, said County and State, on this ## day of April, 1912, personally appeared

A. E. Havens and M. E. Havens, 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.

R. F. Mullendore Notary Public.

My Commission expires April 18th, 1915 (Seal)

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

I hereby certify that this Instrument was filed for record in my office on April 30, 1912, at  
4:30 o'clock P. M., and is duly recorded in Record ## Page ##

By (Seal) Deputy H. O. Walkley  
 Register of Deeds

## above set forth, evidenced by one certain promissory note, executed and delivered to said party of the second part, described as follows:  
 \$3526.00 Tulsa - Okla. Apr. 20th 1912. For value received after date, we promise to pay to the order of Charles Page, Three Hundred  
 (\$300.00) and three hundred twenty six (\$300.00) in or before said date and any three months thereafter, with said sum  
 (\$3526.00) shall have been paid in full, negotiable, and payable at his office in Tulsa, Oklahoma with  
 interest thereon at the rate of 8 per cent. per annum until paid. The interest if not paid when due to become a part  
 of the principal and bear the same rate of interest. In the event of default in the payment of said note, or failure of said party  
 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 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, at his option, pay same and such sums so paid shall thereafter draw interest at  
 the rate of 8 per cent. per annum. In the event of default in the payment of any part of either said principal or interest, when the same become due, or in case of default in the payment of any  
 of 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 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.  
 A. E. Havens  
 M. E. Havens  
 R. F. Mullendore Notary Public.  
 My Commission expires April 18th, 1915 (Seal)  
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## instrument as set forth above