> 447 F

## MORTGAGE RECORD, No. 71

STATE OF OKLAHOMA REAL ESTATE MORTGAGE
THIS INDENTURE, Made this day of Called in the year of our Lord One Thousand Nine Hun-
dred Hetal by and between Allassy
of the County of and State of Oklahoma, part of the first part, and
northe of the second north
WITNESSETH, That the said part. 4 of the first part, for and in consideration of the sum of
DOLLARS, to
The South or Southerly Twenty (23) feet of the north or northerly Thirty
Jun 135) let ( allowing follows a distinct of the townsell to for from the formal the forest the formal the formal the formal the formal the formal the fo
in the town of Juday Sudian Smilery, new litty of Judan State of Gelenhama
seconding to take I be busy and plate of hand the butter of history
County of Tellage State of allergran sucqueling the file would select plate
TO HAVE AND TO HOLD THE SAME, With all and singular the tenements, hereditinents and appurtenances thereugate belonging or in any wise appertaining,
and all rights of homestead exemption unto the said party of the second part, and to successors and assigns, forever. And the said party of the first part do the first part d
PROVIDED, ALWAYS, And this instrument is made and executed upon the following conditions, to-wit:    First Said part of the first part in the principal sum of (8
being for a lown mode by the said party of the said part to the said part of the first part, and payable according to the fenor and effect of Cul.
negotiable promissory note, executed and delivered by the said part woff the first part, bearing date Auto 1921, and payable to the order of the said party of the second part, as follows:  One for \$ 250
One for \$
All payable at the office of Extract fullowed States the real per annum, and at the rate of 10 per cent, per annum after default or maturity; payable semi-
annually, both before and after maturity, on the days of days of coupon interest notes, of even date herewith, and executed by the said part. of the first part, each bearing interest after maturity at the rate of 10 per cent. per annum.
Lie Said part. Mof the first part covenant and agree to pay all taxes and assessments, general and special, and of whatever character whatsoever, on the said premises and any and at taxes or assessments that shall be made upon said loan, or upon the legal holder of said notes and mertgages, on account of said loan, by the State of Oklahoma, or by the county, township or municipality, wherein said real estate is situated, when the same becomes due, and to keep the buildings upon
the mortgaged premises insured in some reliable fire and tornado insurance company approved by the party of the second part for the sum of \$
said party of the second part to be held by
7. Third. The part of the first part agree 16 keep all buildings, lences, and other improvements on said premises in as good repair as they are now, and not to allow or commit any water on said premises and not to permit any of the improvements to be removed therefrom or to become dilapidated or destroyed.  7. Fourth. 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 notes when the same become due, or in case of default in the payment of any installment of taxes or assessments, upon said premises, or upon said lond, or in case of removal of any of the buildings or other improvements from said land, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and the interest thereon, and all sums paid by the party of the second part, and the interest thereon, and all sums paid by the party of the second part, and the interest thereon.
of any covenant or condition herein contained, the whole of said principal sum named herein, and the interest thereon, and all sums paid by the party of the second part, on account of taxes or assessments, upon said premises, or upon said loan, or the premiums for fire and tornade insurance, upon said premises, shall become immediately due and payable and this mortgage may be foreclosed immediately, and the party of the second part or any legal holder of this note shall be entitled to recover the principal sum mentioned in said bond, together with interest thereon, from the date thereof at 10 per cent. per annum, crediting any and all interest payments made, if any have been made upon said sum, and the party of the second part, or the legal owner and holder of said note and mortgage, shall be entitled to recover on account of taxes or assessments upon said premises, or upon said loan, or insurance premiums paid by the party of the second part, the full amount so paid, as taxes or assessments, or insurance are the date of such assessments and no party of the second part, the full amount so paid, as taxes or assessments, or insurance are the date of such assessments around the flatter of such assessments.
assessments upon said premises, or upon said losn, or insurance premiums paid by the party of the second part, the full amount so paid, as taxes or assessments, or insurance premiums, together with interest thereon from the date of such payment at 10 per cent. per annum.  And it is also agreed that in the expat of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged.
to party of the second part, or assigns, as additional collateral security and said party of the second part, or assigns, shall be entitled to possession of the said premises, by receiver or otherwise, at the option of the party of the second part.  It is further agreed and understood that in computing interest upon this loan in accordance with the st. lations of this bond, and this mortgage, such interest shall
in no event, nor in anywise, directly or indirectly, be computed so as to exceed 10 per cent per annum.  Fifth: It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest 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 interest
upon the same during the said time of extension.  Sixth. Said part. of the first part, hereby agree in event action is brought to foreclose this mortgage
Secret: Said part of the first part for the consideration above mentioned hereby expressly waive appraisement of said real estate and the benefit of the stay laws and of the homestead exemptions of the State of Oklahoma.
Eighth. It is expressly agreed and understood that the party of the second part shall have the right to pay and discharge at his option any and all liens or incumbrances upon said property prior or superior to this mortgage debt, and upon paying and discharging such lien or incumbrance the party of the second part shall be entitled to recover the same with interest at 10 per cent, upon the amount so paid, from the first part and said sum shall be and become a part of the mortgage debt secured by these notes and may be recovered in the foreclosure thereof at the option of the party of the second part.
IN WITNESS WHEREOF, The said parts of the first part half with the second parts. The said parts of the first part half with the second parts. The said parts of the first part half with the second parts. The said parts of the first part half with the second parts. The said parts of the first part half with the second parts.
Executed and Delivered in Presence of: /
Constitution to the Constitution of the Consti
STATE OF OKLAHOMA,
County of St. Ss.  Before me, a Notary Public, in and for said County and a Notary Public, in and for said County and
State, on this 12th day of West 1810 and 1912, personally appeared and
to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that
My commission expires May 29, 1913 Notary Public.
My commission expires May 29/9/3 Register of Deeds,  Notary Public.  Notary Pu