COMPARED

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MORTGAGE RECORD, No. 71

SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 20692

STATE OF OKLAHOMA
REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 22nd day of January in the year of our Lord One Thousand Nine Hundred fifteen by and between Mary Rothhammer a widow of the County of Tulsa and State of Oklahoma, part y of the first part, and Alice G. Barrows party of the second part:

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of Fourteen Hundred DOLLARS, to her in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, ha s granted, bargained, sold and by these presents doe s grant, bargain, sell, convey and confirm, unto said party of the second part, and to her successors and assigns, FOREVER, all of the following-described tract s, piece s, or parcel s of land, lying and situate in the County of Tulsa and State of Oklahoma, to-wit: The Southerly Seventy five (75) feet of Lot numbered Three (3) in Block numbered One Hundred Seventy five (175) in the city of Tulsa as shown by the Government Survey and plat 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 her successors and assigns, forever. And the said part y of the first part do es hereby covenant and agree that at the delivery hereof, she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she will WARRANT AND DEFEND the same in the quiet and peaceable possession of said party of the second part y her successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And this instrument is made and executed upon the following conditions, to-wit:

First. Said part y of the first part is justly indebted to the party of the second part, in the principal sum of ($1400.00) Fourteen Hundred DOLLARS, being for a loan made by the said party of the second part, to the said part y of the first part, and payable according to the tenor and effect of four (4) negotiable promissory note s, executed and delivered by the said part y of the first part, bearing date January 22- 1915, and payable to the order of the said party of the second part, as follows:
One for $300.00 due July 22 1917
One for $300.00 due July 22 1918
One for $400.00 due July 22 1919
One for $400.00 due July 22 1920

All payable at the office of Exchange National Bank, Tulsa, Okla. With interest thereon from date until maturity or default, at the rate of eight (8) per cent. 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 22nd days of January and July in each year. The installments of interest until maturity are further evidenced by 31 coupon interest notes, of even date herewith, and executed by the said part y of the first part, each bearing interest after maturity at the rate of 10 per cent. per annum.

Second. The said part y of the first part covenant s and agree s to pay all taxes and assessments, general and special, and of whatever character whatsoever, on the said premises and any and all taxes or assessments that shall be made upon said loan, or upon the legal holder of said notes and mortgages, 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 $2000.00 and to assign the policies to the said party of the second part, as her interests may appear, and deliver said policies and renewals, to said party of the second part to be held by her until this mortgage is fully paid, and said part y of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

Third. The part y of the first part agree s to keep all buildings, fences, and other improvements on said premises in as good repair as they are now, and not to allow or commit any waste on said premises and not to permit any of the improvements to be removed therefrom or to become dilapidated or destroyed.

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 loan, or the premiums of said fire and tornado insurance, when the same becomes due, 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, on account of taxes or assessments, upon said premises, or upon said loan, or the premiums for fire and tornado 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 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 event 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 her assigns, as additional collateral security and said party of the second part, or assigns, shall be entitled to possession of 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 stipulations 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 y of the first part, hereby agree s in event action is brought to foreclose this mortgage she will pay an attorney's fee of Ten Dollars ($10.00), and 10 per cent. of the amount due thereon, and said attorney's fee shall become due and payable when this note is placed in the hands of an attorney for collection, and the sum so due shall become a part of the judgment and shall be secured by a lien of this mortgage and by any judgment or decree rendered thereon.

Seventh. Said part y of the first part for the consideration above mentioned hereby expressly waive s 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 part y of 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 part y of the first part ha s hereunto subscribed her name on the day and year first above written.

Mary Rothhammer

EXECUTED AND DELIVERED IN PRESENCE OF:

STATE OF OKLAHOMA,
County of Tulsa } ss.

Before me, Phil C. Kramer a Notary Public, in and for said County and State, on this 26th day of January 1915, personally appeared Mary Rothhammer a widow to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal on the date last above written.

My commission expires July 12-1917

Phil C. Kramer
Notary Public.

This instrument was filed for record this 27 day of Jan A. D. 1915, at 8 o'clock A. M.

Lewis Oline County Clerk
Deputy. Register of Deeds.