

COMPARED

MORTGAGE RECORD, No. 71

81

#21133

SAME DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 20002

STATE OF OKLAHOMA REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 13th day of October 1922, in the year of our Lord One Thousand Nine Hundred and Twenty Two by and between

Mary M. Callahan - a single woman

of the County of Jules and State of Oklahoma, part 1st of the first part, and

party of the second part: E. A. Lilly

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of

Twenty Five Hundred DOLLARS,

to her in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and by these

presents do grant, bargain, sell, convey and confirm, unto said party of the second part, and to his successors and assigns, FOREVER, all of the

following-described tract 5, piece 5, or parcel 5 of land, lying and situate in the County of Jules and State of Oklahoma,

to-wit: The Westerly Forty-five (45) Feet of the Easterly Ninety (90) feet of the

Northerly Seventy Three (73) Feet of Lot Five (5) in Block One Hundred

Fifty-eight (158) in the City of Jules, according to the official

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 his successors and assigns, forever. And the said part 1st of the first part do 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, his 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 1st of the first part is justly indebted to the party of the second part, in the principal sum of (\$ 2500)

Twenty Five Hundred DOLLARS,

being for a loan made by the said party of the second part, to the said part 1st of the first part, and payable according to the tenor and effect of Five (5)

negotiable promissory notes executed and delivered by the said part 1st of the first part, bearing date October 13- 1922, and

payable to the order of the said party of the second part, as follows:

One for \$ 500 due October 13 1923

One for \$ 500 due October 13 1923

One for \$ 500 due October 13 1923

One for \$ 500 due October 13 1923

All payable at the office of Exchange National Bank, Jules, 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 13th days of April and October

in each year. The installments of interest until maturity are further evidenced by 30 coupon interest notes, of even date herewith, and executed by

the said part 1st of the first part, each bearing interest after maturity at the rate of 10 per cent, per annum.

Second. The said part 1st of 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 on any improvements thereon, that shall be levied or assessed upon the legal holder of the premises, or upon the land, or upon the

premises, 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 \$ 2500 and

to assign the policies to the said party of the second part, as his interests 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 said part 1st of the first part assumes all responsibility of proof

and care and expense of collecting such insurance if loss occurs.

Third. The part 1st of the first part agree 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 land, or the premiums

of said fire and tornado insurance, when the same become 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 land, 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 land, 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 his assigns, as additional collateral security and said party of the second part, or assigns, shall be entitled to pos-

session 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 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 1st of the first part, hereby agree 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 1st of the first part for the consideration above mentioned hereby expressly waive appraisalment 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 incum-

brances 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 1st 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 foreclosures thereof at the option of the party of the second part.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto subscribed her name on the day and year

first above written. Mary M. Callahan

EXECUTED AND DELIVERED IN PRESENCE OF:

E. A. Lilly

M. V. Lilly

STATE OF OKLAHOMA,

County of Jules ss.

Before me, E. A. Lilly

State, on this 13th day of October 1922, personally appeared

Mary M. Callahan - a single woman

and

to me known to be the identical persons who executed the within 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 March 26th 1925 Seal E. A. Lilly Notary Public.

This instrument was filed for record this 13 day of Oct A. D. 1922 at 1⁴⁰ o'clock P. M.

J. Delman Deputy.

O. D. Lawson Register of Deeds.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 150 and issued
Receipt No. 3482 herefor in payment of mortgage
tax on the within instrument.
Dated this 13 day of Oct 1922
WAYNE L. DICKLEY, County Treasurer
E. L. Dyer Deputy