368MORTGAGE RECORD ₽<sub>00</sub> A.S. WORTH BOOK CO., LEAVENWORTH, KAN. NO. 20169 POINT Know All Men, That berras B. Wherds and Georges a. Wherds, wife and trusbands of Tuiled, Tured for County, Oklahoma, mortgagored, heroinafter called first party, to secure the payment of the sum of Subscript fitter security for secure the payment of the sum of DOLLARS, in hand paid by L. W. CLAPP, mortgagee, second party, does hereby mortgage to the said L. W. CLAPP, the following-described premises situated in the County of Subscript good of the said to the said The conthingert quarter of section seventer (17) town colice eighten (18) worth, ralige thisten (3) east. of the Indian Meridian, containing in all. Fortu meres more or less, according to Government survey, with all the appurtenances, and warrant the title to the same. This mortgage is made to secure the payment of the money, and the performance of the agreements, hereinafter agreed upon to be paid and performed by first party, wit: to-will FIRST. That first party will pay to said L. W. CLAPP, his heirs or assigns, at the office of L. W. CLAPP, in Wichita, Kansas, Cleven theorem the direct stands of the construction of the said first party, said note...being in amounts as follows: One note for Start first bearing interest from the date therein stated at . 5. 7.2 per cent. per annum, payable -220222 .....annually. DOLLARS One note for. bearing interest from the date therein stated at ...... per cent. per annum, payable ..... annually. SECOND. That in case of default in payment of said note or any of said notes, or interest, or of any sum herein agreed to be paid, or in default of performance of any agreement herein contained, first party will pay to the second party, his heirs or assigns, interest at the rate of 10 per cent per annum, semi-annually, op said principal note or notes from the date of such default to the time when the money shall be actually paid. THIRD. That first party will pay all the taxes and assessments levied under the laws of Oklahoma upon said real estate, and on the note or debt secured hereby, before the same become delinquent; also all liens, elaims, adverse tilles, and encumbrances on said premises, and if any of said taxes, assessments, liens or claims be not paid by first party, second party may elect to pay the same and shall be entitled to collect all sums thus paid with interest at the rate of 10 per cent. per annun, and this mortgage shall stand as security for the amount so paid with such interest. FOURTH. That first party will keep all buildings, fences and other improvements on said real estate in good repair and will permit no waste on said premises. FIFTH. That first party will at his own expense until the indebtedness herein recited is fully paid, keep the buildings creeted on said lands insured against fire in the sum of ... And it is expressly agreed: That if first party shall fail to pay shid guns of money, either principal or interest, within sixty days after the same becomes due, or fails to perform any of the covenants or agreements herein contained, the whole sum of money secured hereby may, at the option of the holder of said note, and at his option only, and without notice, be declared due and payable; and this mortgage may thereapon be forcelosed for the whole sum of money, interest and cost, and said such party, or assigns, or any legal holder hereof, shall at once, upon the filing of a petition for the forcelosure of this mortgage, be forthwith entitled to have a receiver appointed by the court to take possession and control of the premises described herein, rent the same and collect the rents thereof, under direction of the court, without the usual proofs required, it being agreed between the parties, that the allegations of the petition as to any default in performance of any agreement, contained in this mortgage, to be by first party performed, together with the allegations of the paysession and appointment of receiver, shall be sufficient authority to the court to appoint a receiver without other proof than the agreements contained herein. The anount so collected by such receiver to be applied, under the direction of the court court, to the payment of any judgment rendered or amount found due upon forcelosure of this mortgage. And sam party maner expressly agrees that in case proceedings shall be begin to forcelose this mortgage the first party will pay to the plaintiff in such proceedings as an attorney's fee, in addition to all other legal costs, said fee to be due and payable upon the filing of petition for forcelosure, and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof shall be recovered in sub dioreclosure suit and included in any indigment or described rendered in any action as aforesaid, and collected and the lien thereof enforced in the same manner as the principal debt hereby secured. First party does hereby expressly waive appraisement of said real estate, should the same be sold under execution, order of sale, or other final process; waive all benefits of the stay or appraisement laws of Oklahoma. And said party fugther expressly agrees that in case proceedings shall be begun to forcelose this mortgage the first party will pay to the plaintiff in such proceedings As additional and collateral scentrity for the payment of the said note the mortgager hereby assigns to said mortgager, his heirs and assigns, all the rights and benefits are ruing to them under all oil, gas or mineral leases on said premises; this assignment to terminate and become void upon release of this mortgage. And said first party does hereby release all rights of dower and relinquish and convey all rights of homestead in said premises. Dated this 3-2-2 ..... day of 722 to Ch 19 10 BY REQUEST OF Com & Elar Goral arland. mark ... in execution thereof in my presence. then affixed..... Witness Executed also in my presence; p. Witness State of Ohiahoma, County of Tulcal ned County and State on this Ind. day of Marth and State of Hard State of Hard State of Hard State of Hard in and for the above 19 / & personally appeared and -Zhey, executed the same as Theer, free and voluntary act and deed for the uses and purposes therein set forth. WITNESS my signatured and official scal, the day and year last above written. C. R. Walkert My commission expires .... Ser Notary Public. Tulkal ......County, Oklahoma. and the second second second State of Oklahoma, County of Tulsa, 88. Mart \_191.<u>@</u> · Scol A-6 Deputy. đ