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## MORTGAGE RECORD

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417

COMPARSO CO., LEAVENWORTH, KAN. No. 20769  $\mathcal{E},\mathcal{M}$ Kum All Men, That. Ŕ nty, Oklah chereinafter called first p ent of the sum of ty, to secure the pay 201100 DOLLARS. nd 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 (Seel) Oklahoma, to-wit: Ð RI Korthurst. 0 Dixteen ginler (16) North, (12) Wry & monster with the Eightyof the Indian Meridian, containing in all...... acres more or less, according to Government survey, with all the appurtenances, and P warrant the title to the same. This mortgage is made to secure the payment of the money, and the perform to-wit: ce of the agreements, hereinalter agreed upon to be paid and performed by first party, FIRST. That first party will pay to said L. W. CLAPP, his heirs or assigns, at the office of L. W. CLAPP, in Wiehita, Kansas Fourteen Ined DOLLARS, according to the terms of \_\_\_\_\_\_\_ note....being in amounts as follows: One note for \_\_\_\_\_\_\_ 13-24 19. 11 executed by the said first party, said any L. L. EN, ~ 0/100 Ca DOLLARS.

One note for townsen the case therein stated at first of 1/2 per cent. per annum, payable carrier annually One note for DOLLARS. bearing interest from the date therein stated at .... per cent, per annum, payable .annually,

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. FIFTIL That first party will at his own expense until the indebtedness herein recited is fully paid, keep the buildings erected on said lands insured against free in the sum of the sum of

cent. interest from first party, and this mortgage shall stand as security therefor. And it is expressly agreed: That if first party shall fail to pay said sums 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 scined 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 thereupon be foreclosed for the whole of said money, interest and cost, and said second party; or assigns, or any legal holder hereof, shall at once, upon the filing of a petition for the foreclosure 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 source of the about or fails mortgage, to be by faist party performed, together with the above agreement relations of the petition as to any default in performance of any agreement contained in this mortgage, to be by faist party performed, together with the above agreement relating to possession and appointment of receiver, shall be sufficient authority to the contribute to appoint a receiver without other proof than the agreements contained herein. The amount so collected by such receiver to be applied, under the direction of the court, to the payment of any judgment rendered or amount found the upon there to receiver, shall be sufficient authority to the court, the target found and therein the direction of the premise to found the previse to found the sector to be applied.

court, to the payment of any judgment rendered or amount found due upon foreclosure of this mortgage. And said party further expressiv agrees that in case proceedings shall be begun to foreclose this mortgage. as an attorney's fee, in addition to all other legal costs, said fee to be due and payable upon the filling of petition and lien upon the said premises described in this mortgage, and the mount thereof shall be recovered in said for rendered in any action as aforesaid, and collected and the lien thereof enforced in the same manner as the principal write appraisement of said real estate, should the same be sold under excention, order of sale, or other than more of Oklahoma. such proceedings the first party will pay to the plaintiff in DOLLARS, further charge ment or decree for foreclosure,

As additional and collateral scenarity for the payment of the said note the mortgagor hereby assigns to said mortgagor, his heirs and assigns, all the rights and benefits account of them under all oil, gas or mineral leases on said premises; this assignment to terminate and become void upon release of this mortgage.

I wrote	M.S. moore Cara E. Moore,
then affixed	Cora E. Moore,
Executed also in my presence: 	
Executed also in my presence: State of Oklahoma, County of Concerned, BB.	
State of Oklahoma, County of <u>Criefs</u> , 59.	
Before me, a Notary Public,	
named County and State, on this 1.8 D	
and the second second states the second states of the second second second second second second second second s	S. Maare
	lentical personwho executed the above mortgage and acknowledged.to me
he executed the same as hor free and voluntary act and deed for the uses and purpo	oses therein set forth.
WITNESS my signature and official scal, the day and year last above written.	6.800
0	V V Notary Publi
Seal)	County, Oklaho
State of Oklahoma, County of Tulsa, os.	
Filed for record this	101, st 12 no c'élock fr 1 17, E, V. Italey, Register of De
By Deputy.	J. It. C. U.Y. altalay, Register of D