33118

(Seal)

MORTGAGE RECORD

gul 5-11-60

AMIL DODEWORTH BOOK CO., LEAVENWORTH, KAN, No. 20769 m.Co. Know All Men, That VS & of Subrand and withe County, Oklahomit, mortgagors, hereingfor called first purty, to secure the payment of the sum of th Oklahoma, to-wit: o1 & ni ~ (11) July of the Indian Meridian, containing in all. Lighty out and an acres more or less, necording to Government survey, with all the appurtenances, and 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, to-wit: 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, claims, adverse titles, 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 annum, and this mortgage shall stand as security for the amount so paid with such interest. FOURTIL. 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 erected on said lands insured against fire in the sum of ...

DOLLARS, in some responsible Insurance Company, approved by second party, payable to the mortgagee or assigns, the mortgage agreeing, in case of fire, to devote the whole proceeds of such insurance to rebuilding buildings on said land; the said mortgage, his heirs or assigns, holding the said proceeds in trust until the buildings are rebuilt and paid for; or if first party prefers, said proceeds may be credited by second party on the principal sum, as of date of maturity of next interest payment. In case of failure to insure as agreed and deliver the policies to the mortgage herein, second party may procure such insurance and collect the cost thereof, together with 10 per cent, interest form first party, and this mortgage shall stand as security therefor. 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 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 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 filling 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 outr, without the usual proofs required, it being agreed between the parties herefo, 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 above agreement relating to possession and appointment of receiver, shall be sufficient authority to the court, to the payment of any judgment rendered or amount found due upon foreclosure of this mortgage. And said party further expressly ances that in ease proceedings shall be begun to foreclose 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 foreclosure, 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 said foreclosure suit and included in any judgment or decree 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. As additional and collateral security for the payment of the said note the mortgagor hereby assigns to said mortgagee, his heirs and assigns, all the rights and be accruing to them under all oil, gas or mineral leases on said promises; this assignment to terminate and become void upon release of this mortgage.

And said first party look hereby release all rights of dower and relinquish and convey all rights of homestead in said premises.

Dated this 12 day of 19.1. By Request or N. S. Josesignature...to this instrument and ... I wrote.... then affixed ______ mark __in execution thereof in my presence. Executed also in my presence: State of Oklahoma, County of _____ Before me, a Notary Public, Before me, a Notary Public,
ed County and State, on this 1941 day of
Core & Moore, will a Ludidmoone, ... to me personally known to be the identical person, who executed the above mortgage and acknowledged to me that The executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. Notary Public. Seal) State of Galahoma, County of Tulsu, es.