

COMPARE

Mortgage.

THIS INDENTURE, Made this second day of May in the year of our Lord one thousand and nine Hundred ten (1910) between Clarence O. Russell and Ruby Russell his wife of the County of Tulsa, and State of Oklahoma, of the first part, and The Jefferson Trust Company a corporation under and by virtue of the laws of Oklahoma, of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of One hundred & no/100 (\$100.00) dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do Grant, Bargain, Sell and mortgage to the said party of the second part, its successors or assigns, forever, all that tract or parcel of land situated in the County of Tulsa and State of Oklahoma, described as follows to-wit: Lots one (1) and two (2) in section Thirty one (31) Township Eighteen (18) north, Range Thirteen (13) East of the Indian Meridian Meridian containing in all eighty two acres, more or less, according to the government survey thereof, with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and will warrant and defend the same, and that the same is free and clear of all incumbrances of whatsoever nature kind except one certain Mortgage for \$1000.00 made to The Jefferson Trust Company, This grant is intended as a mortgage to secure the payment of the sum of One Hundred & No/100 (\$100.00) dollars payable as follows, to-wit: \$50.00 May 1st, 1911, \$50.00 May 1st 1912 according to the terms of two certain promissory notes this day executed and delivered by the said parties of the first part to the said parties of the second part, and this conveyance shall be void if such payment be made as herein specified. Now if payment is made as provided, this mortgage shall be released at the cost of the mortgagors, which costs they agree to pay, but if said sum of money or any interest thereon, is not paid when due, or if ~~any~~ taxes or assessments, now or hereafter levied or imposed in said county and state, against said real estate, or upon this mortgage or the notes secured thereby, or if any installments of principal or interest of any mortgage or lien prior to this, are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, as hereinafter set forth, then, in either of these cases, the sum hereby secured, with the interest thereon, shall immediately become due and payable, at the option of the mortgagor or assigns without notice. But the legal holder of this mortgage may, at his ~~of principal or interest, or charges for insurance, or any other sum payable by the mortgagor or assigns shall neglect or refuse to pay, and shall~~ option, pay such taxes, assessments or installments amounts, together with interest thereon, at the rate of 10 per cent per annum, payable semi annually shall be an additional lien upon the said mortgaged property, and the same shall be secured by this mortgage and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisal hereby waived, or not, at the option of the party of the second part, its successors or assigns, and the said mortgage or assigns shall be entitled to the immediate possession of the premises and the rents, issues and profits thereof, and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties of making such sale, on demand, to the said parties of the first part their heirs and assigns.