

# Indian Territory Real Estate Mortgage

Know all Men by These Presents, That

hereinafter referred to as party of the first part, in consideration of the sum of \_\_\_\_\_ DOLLARS, in hand paid by **The Inter-State Mortgage Trust Company**, hereinafter referred to as the party of the second part, the receipt whereof is hereby acknowledged, first party has granted, bargained, sold, conveyed, and by these presents does hereby grant, bargain, sell and convey unto the said **The Inter-State Mortgage Trust Company**, its successors and assigns, the following described premises situated in \_\_\_\_\_ Indian Territory, to-wit:

according to the official plat and survey thereof approved by the Secretary of the Interior of the United States. **TO HAVE AND TO HOLD**, The premises above described, with the appurtenances thereunto belonging, to the said **The Inter-State Mortgage Trust Company**, its successors and assigns forever. And the said party of the first part covenants with the said party of the second part that

that they are free from all incumbrances, that \_\_\_\_\_ good right to sell and convey the same, and that \_\_\_\_\_ will, and \_\_\_\_\_ heirs, executors, administrators and assigns, shall forever warrant and defend the title to said real estate against all lawful claims and demands whatever.

And said \_\_\_\_\_ wife of said \_\_\_\_\_ for and in consideration of said sum of money, does hereby release and quit claim, transfer and relinquish unto said party of the second part, its successors and assigns, all her right, claim and possibility of dower and homestead in or to said real estate forever.

The foregoing conveyance is on condition that whereas said party of the first part is justly indebted to said party of the second part in the sum of \_\_\_\_\_ DOLLARS, for money loaned to the party of the first part by the party of the second part, evidenced by \_\_\_\_\_ promissory note of even date herewith, with interest thereon from date, at the rate of \_\_\_\_\_ per cent per annum, payable semi-annually, on the first days of \_\_\_\_\_ and \_\_\_\_\_ in each year in accordance with the coupons thereto attached.

Now, if said party of the first part shall pay or cause to be paid said note and the interest thereon according to the tenor and effect thereof, and do and perform each and every covenant and agreement herein contained, then this instrument shall be null and void, otherwise to be a lien in full force and effect.

It is expressly, mutually stipulated and agreed as follows:

**FIRST:** In case of default of payment of any sum herein covenanted to be paid, or in default of the performance of any covenant herein contained, the said first party agrees to pay the said second party or its assigns, interest at the rate of eight per cent per annum, computed semi-annually, on said principal note from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount collected shall be, and not exceed, the legal rate of eight per cent.

**SECOND:** The first party agrees to pay all taxes and assessments levied upon said real estate, also all liens, claims, adverse titles, and incumbrances on said premises, and if not paid within ten days after the same are due and chargeable or become liens upon said real estate, the holder of this mortgage may at his option, without notice, declare the whole sum of money herein secured, due and payable at once; or may elect to pay such taxes or assessments, and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for the amount so paid with such interest.

**THIRD:** Said first party agrees to keep all buildings, fences, and other improvements on said real estate, in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber, except for making and repairing fences on the place and such as shall be necessary for fire-wood for the use of the grantor's family; and the commission of waste shall, at the option of the holder of this mortgage, render this mortgage due and payable.

**FOURTH:** And the said first party agrees to at once insure the buildings on said premises against loss by fire, in the amount of \_\_\_\_\_ Dollars, in insurance companies approved by said second party, and to at once deliver the insurance policies, properly assigned or pledged to said second party; and that in the event of the failure, neglect or refusal of said first party to so insure the buildings or to re-insure the same and deliver the policies properly assigned or pledged to said **The Inter-State Mortgage Trust Company**, before noon of the day on which any such policies shall expire, then said second party is hereby authorized and empowered by these presents, to insure or re-insure said buildings for said amount, and the said **The Inter-State Mortgage Trust Company**, may sign all papers and applications necessary to obtain such insurance in the name, place and stead of said first party; and it is further agreed that in the event of loss under such policy or policies, the said second party shall have full power to demand, receive, collect and settle the same and for that purpose may in the name, place and stead of said first party, and as his agent and attorney in fact, sign and endorse all vouchers, receipts and drafts that shall be necessary to procure the money thereunder, and to apply the amount so collected toward the payment of a note, interest coupons and interest thereon hereby secured; and if any of said agreements be not performed as aforesaid, then said party of the second part or its assigns, may effect such insurance as hereinafter agreed, paying the cost thereof, and may also pay the final judgment for statutory lien claims including all costs and for the repayment of all moneys so paid with interest thereon, from the time of payment at the rate of eight per cent per annum, payable semi-annually, these presents shall be as security in like manner and with like effect as for the payment of said note and interest coupons.

**FIFTH:** The said first party agrees that should a petition be filed to foreclose this mortgage, gain possession of said real estate or to protect the rights of the mortgagee herein, or the title fee or the possession of said real estate that they will pay an attorney's fee to be fixed, determined and allowed by the Court, and the payment thereof shall also be secured by this mortgage.

**SIXTH:** The said first party agrees that if the maker of the note shall fail to pay any of said money, either principal or interest when the same becomes due and payable, or to conform to or comply with any of the foregoing covenants, the whole sum of money herein secured, may at the option of the holder of the note hereby secured and at his option only and without notice, be declared due and payable and may be foreclosed by the holder hereof as provided for by law, or the party of the second part or the legal holder hereof, or his assigns, agent or attorney, shall have the power to sell such property or any part thereof at public sale to the highest bidder for cash at \_\_\_\_\_ in the Indian Territory, public notice of the time and place and terms of sale having first been given for thirty days by advertising in some newspaper published in or of general circulation in said town or territory, or by printed or written hand bills posted up in ten public places in the vicinity of said land, at which sale said party of the second part or its assignee, agent, or attorney in fact, may bid and purchase as any third person might do. And said party of the first part hereby authorizes and empowers said party of the second part or its successors or assigns, to convey said property to any purchaser at said sale and the recitals of the deed of conveyance shall be taken as prima facie, true, and the proceeds of said sale shall be applied first to the payment of all costs and expenses attending said sale, second, to the payment of said debt and interest, and the remainder, if any, shall be paid to said party of the first part.

**SEVENTH:** Said first party for and in consideration of the money loaned as aforesaid, hereby waives and relinquishes all rights of redemption, appraisalment and homestead allowed by law.

**IN TESTIMONY WHEREOF**, Said part \_\_\_\_\_ of the first part has hereunto set \_\_\_\_\_ hand this \_\_\_\_\_ day of \_\_\_\_\_ 190 \_\_\_\_\_

WITNESSES

## ACKNOWLEDGMENT

UNITED STATES OF AMERICA, Indian Territory, Western District, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ 190 \_\_\_\_\_, before me \_\_\_\_\_ a \_\_\_\_\_ within and for the \_\_\_\_\_ District in the Indian Territory, appeared in person, \_\_\_\_\_

to me personally well known as the person whose name appears upon the within and foregoing Mortgage Deed as one of the parties grantor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

And I further certify that on this day voluntarily appeared before me \_\_\_\_\_ wife to the said \_\_\_\_\_

to me well known to be the person whose name appears upon the within and foregoing Mortgage Deed, in the absence of her said husband, declared that she had of her own free will signed the relinquishment of dower therein expressed, for the purposes therein contained and set forth, without compulsion or undue influence of her said husband.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal, as such \_\_\_\_\_ in the \_\_\_\_\_ District of the Indian Territory, on the \_\_\_\_\_ day of \_\_\_\_\_ 190 \_\_\_\_\_

(SEAL)

My commission expires \_\_\_\_\_

Notary Public

## TO BE USED WHEN TITLE IS IN WIFE

UNITED STATES OF AMERICA, Indian Territory, Western District, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ 190 \_\_\_\_\_, before me \_\_\_\_\_ a \_\_\_\_\_ within and for the \_\_\_\_\_ District in the Indian Territory, appeared in person \_\_\_\_\_

to me personally well known as the person whose name appears upon the within and foregoing Mortgage Deed as one of the parties grantor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

And I further certify that on this day voluntarily appeared before me \_\_\_\_\_

wife to the said \_\_\_\_\_ to me well known to be the person whose name appears upon the within and foregoing Mortgage Deed, and in the absence of her said husband, declared that she had of her own free will executed the same for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand, as such \_\_\_\_\_ in the \_\_\_\_\_ District of the Indian Territory, on the \_\_\_\_\_ day of \_\_\_\_\_ 190 \_\_\_\_\_

(SEAL)

My commission expires \_\_\_\_\_

Notary Public.

Deputy Clerk and Ex-Officio Recorder.

Filed for record \_\_\_\_\_ 190 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.