

## MORTGAGE AND RELEASE RECORD

# 37088

BANK BOOK CO., LAMENWORTH, KAN., No. 20877

## OKLAHOMA REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Allen Pinkerton  
and Pearl Pinkerton, nee Bales  
his wife, of the County of Tulsa and State of Oklahoma, part 1st of the first part, for and in consideration of the sum of  
One hundred Twenty (\$120) DOLLARS,  
to them in hand paid by VIRGIL R. COSS MORTGAGE COMPANY, a corporation, of Muskogee, Oklahoma, party of the second part, the receipt whereof  
is hereby acknowledged, do hereby these presents Grant, Bargain, Sell, Convey and Mortgage unto the said VIRGIL R. COSS MORTGAGE COMPANY, its successors  
or assigns, the following-described premises, situate in the County of Tulsa and State of Oklahoma, to-wit:

The North half of Northwest quarter (N 1/2 NW 1/4)  
and North half of South half of Northwest  
quarter (N 1/2 S 1/2 NW 1/4), less right of way of  
M. K. & T. Railroad

of Section numbered thirteen (13), Township numbered eighteen (18), Range numbered fourteen (14), East of the Indian Meridian, containing in all One hundred fourteen (14) acres of land, more or less, according to the Government Survey thereof.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the improvements thereon and the appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors or assigns, forever. And the said part 1st of the first part covenant and agree that at the delivery hereof they are the lawful owner of the premises hereby conveyed, and seized of a good and indefeasible

estate of inheritance therein, free and clear of all incumbrances, whatsoever, and they will warrant and forever defend the title to and possession of the same unto said party of the second part, its successors or assigns, against the lawful claims of all persons whomsoever.

This conveyance, however, is intended as a mortgage for the better securing of the said sum of

One hundred twenty (\$120) DOLLARS,

justly due and owing by the said part 1st of the first part to the said Virgil R. Coss Mortgage Company, its successors or assigns, and evidenced by ten

certain promissory note for the sum of \$ 120.00 each, bearing even date herewith, and maturing in ten semi-annual periods from the date hereof, and bearing ten per cent. interest after maturity.

It is expressly understood and agreed by and between the parties hereto, that this mortgage is the second lien on the premises hereby conveyed; that the part 1st of the first part will pay the indebtedness hereby secured at the time and place and in the manner provided in said note, and will also pay all taxes and assessments levied against the premises hereby conveyed when due, and will not commit nor permit any waste upon said premises, or the removal of any building or other improvements therefrom without the written consent of said second party first had and obtained.

Upon payment of said promissory note, according to the tenor and effect thereof being well and truly made, then, in such case, this conveyance shall become null and void, and shall be released at the cost of the first part 1st of the first part; but in case of failure or default in the payment of said promissory note, when due, or any other part thereof, or any interest thereon, at maturity, or in case of default in the payment of any taxes or assessments levied against either the premises hereby conveyed or the indebtedness hereby secured; or if the part 1st of the first part do, or suffer to be done, anything whereby this security is impaired, then upon the happening of any such contingencies, the party of the second part, its successors or assigns, may pay such taxes and assessments, and any other sum or sums necessary to preserve and protect such security, and all such sums so expended shall bear interest at the rate of ten per cent. per annum, and this mortgage shall stand as security therefor.

It is further stipulated and agreed, that in case the party of the second part, its successors or assigns, shall hereafter appear in any of the land departments of the General Government, or any court or tribunal whatever, in order to preserve or protect the title to or possession of the premises hereby conveyed and warranted, that all such costs and expenses incurred therein shall bear interest at ten per cent. thereafter; and that in case of a foreclosure hereof, and as often as any proceedings shall be had or taken to foreclose same, the holder hereof may recover from the first part 1st of the first part an attorney's fee of fifty dollars, which sum shall be due upon the filing of a petition in foreclosure; and for all such costs, expenses and attorney's fees, this mortgage shall stand as security.

It is further agreed and understood, that upon a breach of the warranty herein, or upon the failure or refusal to pay the principal indebtedness hereby secured when due, or any part thereof, or any interest thereon, at maturity, or any tax or assessment herein mentioned, or to comply with any requirements herein contained, that the whole sum hereby secured shall at once, and without notice, become due and payable, at the option of the holder hereof, and shall bear interest thereafter at the rate of ten per cent. per annum, and the said party of the second part, its successors or assigns, shall be entitled to a foreclosure of this mortgage, and to have the said premises sold and the proceeds thereof applied to the payment of the indebtedness hereby secured; and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to possession of said premises, and to each and every part thereof, and to collect and apply the rents therefrom, less the reasonable expenditures, to the payment of said indebtedness; and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after the decree of foreclosure; and the holder hereof shall in no case be held to account for any damages, nor for any rental other than those actually received. The appraisalment of said premises is hereby expressly waived.

All covenants and agreements herein contained shall run with the land hereby conveyed; and this mortgage and the evidences of indebtedness hereby secured shall in all respects be governed and construed by the laws of Oklahoma.

In Witness Whereof, The said part 1st of the first part ha up hereunto set their hands on this, the 15th day of December A. D. 19 11

WITNESSES TO MARK, EXECUTION AND DELIVERY

A. M. Laws } Allen Pinkerton  
M. L. Stockton, } Pearl Pinkerton, nee Bales

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

Before me, A. M. Laws a Notary Public, in and for said County and State, on this 19th day of December 19 11, personally appeared Allen Pinkerton and Pearl Pinkerton, nee Bales his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year last above named.

(My commission expires 2/23/1914) 10 (Seal) A. M. Laws Notary Public.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 2 day of Jan A. D. 19 12 at 8:30 o'clock a M.  
By H. C. Walkley Deputy (Seal) Register of Deeds.