

MORTGAGE AND RELEASE RECORD

46864

SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 20977

OKLAHOMA REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Jacob R. Foutz
and Lucinda Foutz
his wife, of the County of Tulsa and State of Oklahoma, parties of the first part, for and in consideration of the sum of
Fifteen Hundred (\$1500.00) 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 East half of Southeast quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$)

of Section numbered Seventeen (17), Township numbered nineteen (19), Range numbered Fourteen (14), East of the Indian Meridian, containing in all eighty 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 therunto 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 party of the first part covenant and agree that at the delivery hereof, they and 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.

justly due and owing by the said part in of the first part to the said Virgil R. Cross Mortgage Company, its successors or assigns, and evidenced by ~~the mortgage~~ *due on the first day of*
certain promissory note ~~for the sum of \$~~ *due on the first day of* ~~periods from the date hereof, and bearing ten per cent. interest after maturity.~~ *December* ~~1917~~ *1917*

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 party 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 neither 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, 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 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, his 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 party ~~to~~ 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 for the maintenance and repair of the same, and to the application of the same to the payment of the principal and interest of the mortgage, and to the satisfaction of which the mortgagors hereby consent, and 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 appraisal 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 parties of the first part have hereunto set their hand s on this, the second day of December, A. D. 1913.

WITNESSES TO MAKE, EXECUTION AND DELIVERY

Makes name signed by me at her request & no other presence } ~~Just~~ Jacob R. Forty
Jac. R. Forty her
Witness F. S. Hunt Lucinda X Forty

STATE OF OKLAHOMA, Tulsa COUNTY, SS.

Before me, F. S. Kure a Notary Public, in and for said County and State, on this 10th day of December 1912, personally appeared Jacob R. Foritz and Lucinda Foritz 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 Jan 26, 1915 AD.) *(Seal)* *F. S. Murch* Notary Public.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 24 day of December A. D. 19 12 at 10:45 o'clock AM.
By (initials) Deputy. H. C. Walker Register of Deeds.

and bearing six per cent. interest
year after year. Originally evidenced
by a letter, by interest coupon notes
issued monthly, and few per cent. interest
notes assigned; never for the actual loan of money
after maturity; never for the actual loan of money