

MORTGAGE AND RELEASE RECORD

NAME: BOWEN, BOWEN BOOK CO. LEAVENWORTH, KAN. No. 30877

OKLAHOMA REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That

and

his wife, of the County of and State of Oklahoma, part.....of the first part, for and in consideration of the sum of DOLLARS.

to.....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.....by 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.....and State of Oklahoma, to-wit:

of Section numbered....., Township numbered....., Range numbered.....
 (.....), East of the Indian Meridian, containing in all..... 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 part..... of the first part covenant...and agree...that at the delivery hereof.....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 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.

...DOLLARS.

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

certain promissory note...for the sum of \$.....each, bearing even date herewith, and maturing in.....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 ... 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, 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.....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.

[illegible]

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.....of the first part ha.....hereunto set.....hand.....on this, the.....
day of.....A. D. 19.....

WITNESSES TO MARK, EXECUTION AND DELIVERY

STATE OF OKLAHOMA, _____ COUNTY, ss,

Before me, _____, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

his wife, to me known to be the identical person....who executed the within and foregoing instrument, and acknowledged to me thatexecuted the same as.....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 _____ 19__.)

Notary Public

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the _____ day of _____ A. D. 19... at _____ o'clock _____ M.

By _____ Deputy.

Register of Deeds.