MORTGAGE AND RELEASE RECORD

OKLAHOMA REAL ESTATE MORTGAGE.
KNOW ALL MEN BY THESE PRESENTS, That
и отникательный править принасти по пасте и спать по принасти по п
his wife, of the County of and State of Oklahoma, part of the first part, for and in consideration of the sum
toin land paid by VIRGIL R. COSS MORTGAGE COMPANY, a corporation, of Muskogee, Oklahoma, party of the second part, the receipt where is hereby acknowledged, doby these presents Grant, Bargain, Sell, Convey and Mortgage unto the said VIRGIL R. COSS MORTGAGE COMPANY, its successo
or assigns, the following-described premises, situate in the County of
тин разменицирно-саминацийных индивиданных поличений по
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пом поста в выполняющим поментим поментим в
of Section numbered
(), East of the Indian Meridian, containing in all
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 anywi 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 firm
part covenant, and agree, that at the delivery hereof
estate of inheritance therein, free and clear of all incumbrances, whatsoever, andwill warrant and forever defend the title to and possession of t 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
DOLLAR
justly due and owing by the said partof the first part to the said Virgil R. Coss Mortgage Company, its successors or assigns, and evidenced by
certain promissory notefor the sum of \$
Upon payment of said promissory noteaccording to the tenor and effect thereof being well and truly made, then, in such case, this conveyance shall become a 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 notewhen due, or any other pitches thereof, or any interest thereon, at maturity; or in case of default in the payment of any faxes or assessments levied against either the premises hereby conveyed or tindebtedness hereby secured; or if the partof the first part do, or suffer to be done, anything whereby this security is impaired, then upon the happening of any succentingencies, 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 protest the 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 count or tribunal whatever, in order to preserve or protect the title to or possession of the premises hereby conveyed and warranted, that 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 he or taken to foreclose same, the holder hereof may recover from the first part
It is further agreed and understood, that upon a breach of the warranty berein, or upon the failure or refusal to pay the principal indebtedness hereby secured wh 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 it whole sure hereby secured shall at a once, and without notice, become due and payable, at the option of the holder hereof, and shall bear interest thereafter at the rate 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 premisold and the proceeds thereof applied to the payment of the indebtedness hereby secured; and that immediately upon the filling of the petition in foreclosure the hold 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 expenditure to the payment of said indebtedness; and for this purpose the holder hereof shall be entitled to a receiver, to the appointment may be made either before or after the decree of foreclosure; and the holder hereof shall in no case he held to account for any damages, nor for a rental other than those actually received. The appraisement of said premises is hereby expressly waived. All avoints and agreements herein explained which alpha below convened; and this prostrang and the avidences of indebtedness hereby secured she
rental other than those actually received. The appraisement 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 shin all respects be governed and construed by the laws of Oklahoma. In Witness Whereof, The said part
day of
STATE OF OKLAHOMA, Before me, a Notary Public, in and forsaid County a
State, on this
his wife, to me known to be the identical person,who executed the within and foregoing instrument, and acknowledged to me that
WITNESS my hand and official seal, the day and year last above named. (My commission expires
STATE OF OKLAHOMA, TULSA COUNTY, SS. This instrument was filed for record on the
Deputy. Register of Deeds