

84

MORTGAGE AND RELEASE RECORD

67834

SAMUEL DORRIS WORTH BORN CO., LEAVENWORTH, KAN. No. 20877

MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Guy Borman, a single man.

of Muskogee, Oklahoma. party of the first part, for and in consideration of the sum of

Twenty Four Hundred and no/100 (\$2400.00) DOLLARS,

the receipt of which is hereby acknowledged, he has mortgaged and hereby mortgages unto LYNDE BOWMAN DARDY COMPANY, a corporation, at Muskogee, Okla.

Hugh E. Curtis of Rock Island, Ills., party of the second part his heirs

and his successors or assigns, the following property, situated in Tulsa County, Oklahoma, to-wit:

The east half (1/2) of the Southwest quarter (1/4) and the Southwest quarter (1/4) of the Southwest quarter (1/4) of Section Sixteen (16) Township nineteen (19) north Range fourteen (14) East.

together with all the improvements thereon and the appurtenances thereunto belonging or in anywise appertaining.

And the party of the first part hereby covenants that at the delivery of this mortgage he is the lawful owner... of the said property, and seized of a good and indefeasible estate of the whole therein, free and clear of all incumbrances whatever; and that he will warrant and defend the title to and possession of the same unto his heirs and assigns, its successors or assigns, forever, against the lawful claims and demands of all persons whomsoever. All rights of homestead exemption are hereby expressly waived.

This mortgage is given to secure the payment of the sum of Twenty Four Hundred (\$2400.00) DOLLARS, owing by the party of the first part, as evidenced by a certain promissory note, signed by the first part of even date herewith, due February 1st 1920 and bearing interest at six per cent. from date until maturity, payable

annually, and at ten per cent. after maturity; said interest evidenced by five interest coupon notes, of even date herewith, as follows: One for

\$1144.00 One hundred forty four Dollars, due Feb 1st 1916 and one for

one hundred forty four Dollars, due Feb 1st 1917 and one for

one hundred forty four Dollars each, due on the 1st day of February 1919

and Feb 1, 1920 and bearing ten per cent. interest after maturity. Said notes and coupons, and this mortgage, are given for an actual loan of money by the party of the first part to the party of the second part.

It is expressly understood and agreed that this mortgage is the first lien on the premises hereby conveyed; that the party of the first part will pay the indebtedness hereby secured, and all interest thereon, at the time and place and in the manner provided in said note and coupons; and will also pay all taxes and assessments levied against the premises when due, and will neither commit nor permit any waste upon the premises; and will not do or permit any work or operations upon said premises by himself or his assigns, which, in the opinion of the LYNDE BOWMAN DARDY COMPANY, its successors or assigns, will materially depreciate this security. And it is not the removal of any part of the land that the party of the second part shall be removed from said premises without first obtaining the written consent of the party of the first part.

The party of the first part agrees to procure and maintain insurance on the buildings located on the said premises, in such companies as he deems proper BARDY COMPANY shall select in the sum of not less than \$1000.00 with premiums fully paid, and the policy or policies of such insurance shall be assigned to the party of the first part COMPANY, its successors or assigns, as collateral and additional security for the indebtedness hereby secured.

In case of failure or default in the payment of any taxes or assessments levied against the premises, or if the insurance on the buildings be not procured and maintained as above stipulated, or if the first part do or suffers to be done, anything whereby this security is impaired, then, upon the happening of any such contingency, the party of the second part, its successors or assigns, may pay such taxes and assessments, and any other sums necessary to preserve such security, and may provide the necessary insurance, and all such sums so expended shall become at once due and shall bear interest at the rate of ten per cent.; and for all sums so paid and expended this mortgage shall stand as security.

Upon payment of said promissory note and interest coupons, according to the tenor and effect thereof, this mortgage shall become null and void, and shall be released at the cost of the first part. But it is expressly agreed that upon a breach of the covenants, agreement or warranty herein, or upon failure or refusal to pay the principal indebtedness secured when due, or any part thereof, or any interest thereon, or any tax or assessment, or to comply with any other requirements herein contained, then the whole sum hereby secured shall at once, and without notice, become due and payable, at the option of the party of the first part, its successors or assigns, and shall bear interest thereafter at the rate of ten per cent. and the party of the first part, its successors or assigns, shall be entitled to a foreclosure of this mortgage, and to have the premises sold and the proceeds thereof applied to the payment of the indebtedness hereby secured, accrued interest, and all costs and expenses, including attorney's fees.

It is further agreed that in case the party of the second part, its successors or assigns, shall hereafter appear in any court or tribunal whatever, in order to protect or preserve the title to, or possession of said premises, then all costs and expenses, including reasonable attorney's fees, incurred therein, shall at once become due and payable and shall bear interest at ten per cent. and as often as any proceedings shall be had or taken to foreclose the same, the holder hereof may recover from the said first part all costs and expenses, and a reasonable attorney's fee; and for all such costs, expenses and attorney's fees this mortgage shall stand as security.

It is further agreed that immediately upon the filing of a petition in foreclosure the holder of this mortgage shall be entitled to the possession of said premises, 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 whom the mortgagor hereby consents; 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 damage nor for any rental other than that actually received. The appraisalment of said premises, if sold on foreclosure, is hereby expressly waived.

All covenants and agreements herein contained shall run with the land; 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 party of the first part has hereunto set his hand on this 1st day of February 1915

WITNESSES

STATE OF OKLAHOMA, Muskogee COUNTY, ss.

Before me, Lura V. Thompson a Notary Public, in and for said County and State, duly commissioned and acting as such, on this 1st day of February 1915 personally appeared Guy Borman

to me known to be the identical person who executed the within and foregoing mortgage, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth, and I hereby so certify.

WITNESS my hand and seal as such Notary Public, this 1st day of February 1915

My commission expires Oct 14 - 1918 Not Lura V. Thompson Notary Public.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 5 day of Feb A. D. 1915 at 8 o'clock a. M.

By Deut Deputy. Lewis Chino Co Clerk Register of Deeds.

RECEIVED
I hereby certify that I received
\$2400.00 and issued Receipt No. 2246
therefor in payment of mortgage tax on this
within mortgage.
Date this 6 day of Feb 1915
Laura V. Thompson
County Clerk