

## MORTGAGE AND RELEASE RECORD

#69612

COMPARED

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

## MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That J. F. Darby - a single man of Muskogee, Oklahoma part 4 of the first part, for and in consideration of the sum of Fifteen Hundred and no/100 DOLLARS, the receipt of which is hereby acknowledged, has mortgaged and hereby mortgage unto LYNDE-BOWMAN-DARBY COMPANY, a corporation, at Muskogee, Oklahoma, its successors or assigns, the following property, situated in Tulsa County, Oklahoma, to-wit:

The east half (1/2) of the southeast quarter (1/4) of Section 1 - Township 19 North Range 14 East

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

And the part 4 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 inheritance therein, free and clear of all incumbrances whatever; and that he will warrant and defend the title to and possession of the same unto LYNDE-BOWMAN-DARBY COMPANY, 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 said sum of Fifteen Hundred and no/100 DOLLARS, owing by the part 4 of the first part to LYNDE-BOWMAN-DARBY COMPANY, as evidenced by a certain promissory note, signed by the first part 4 of even date herewith, due Dec 1st 1913 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 Twenty-Three & no/100 Dollars, due Dec 1st 1913 and four for Twenty and no/100 Dollars each, due on the 1st day of December

and of each year, and bearing ten per cent. interest after maturity. Said notes and coupons, and this mortgage, are given for an actual loan of money by LYNDE-BOWMAN-DARBY COMPANY to the part 4 of the first part.

It is expressly understood and agreed that this mortgage is the first lien on the premises hereby conveyed; that the part 4 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 anyone whomsoever, which, in the opinion of the LYNDE-BOWMAN-DARBY COMPANY, its successors or assigns, will materially depreciate this security. And it is expressly agreed by said party of the first part that no building or other improvements shall be removed from said premises without first obtaining the written consent of LYNDE-BOWMAN-DARBY COMPANY, its successors or assigns.

The part 4 of the first part agrees to procure and maintain insurance on the buildings located on the said premises, in such companies as LYNDE-BOWMAN-DARBY COMPANY shall select, in the sum of not less than \$5,000 with premiums fully paid, and the policy or policies of such insurance shall be assigned to LYNDE-BOWMAN-DARBY 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 suffer to be done, anything whereby this security is impaired, then, upon the happening of any such contingency, LYNDE-BOWMAN-DARBY COMPANY, 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 4. But it is expressly agreed that upon a breach of any covenant, 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 LYNDE-BOWMAN-DARBY COMPANY, its successors or assigns, and shall bear interest thereafter at the rate of ten per cent. and LYNDE-BOWMAN-DARBY COMPANY, 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 of \_\_\_\_\_

It is further agreed that in case LYNDE-BOWMAN-DARBY COMPANY, 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 this mortgage, the holder hereof may recover from the said first part 4 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 part 4 of the first part has hereunto set his hand on this 18th day of November 1911

WITNESSES J. F. Darby TREASURER'S ENDORSEMENT  
I hereby certify that I received \$15.00 and issued Receipt No 2032 therefor in payment of mortgage tax on the within mortgage.  
Dated this 23rd day of April 1913

STATE OF OKLAHOMA, Muskogee County, ss.  
Before me, J. D. Gimmms a Notary Public, in and for said County and State, duly commissioned and acting as such, on this 18th day of November 1911 personally appeared J. F. Darby - a single man and

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 18th day of November 1911

(Seal) March 7 - 1913 J. D. Gimmms Notary Public.  
My commission expires March 7 - 1913

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 21 day of April A. D. 1913 at 8 o'clock PM.  
By (Seal) Deputy. Brewer Clerk of Court.