

# MORTGAGE AND RELEASE RECORD

35

# 84439

## OKLAHOMA FIRST MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That De Witt J. Berthoff  
and Lena Berthoff  
his wife, of the County of Tulsa and State of Oklahoma, part 10 of the first part, for and in consideration of the sum  
of Twelve Hundred 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 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 the Northwest Quarter (E 1/2 NW 1/4)

### TREASURER'S ENDORSEMENT

I hereby certify that I received  
\$ 1200.00 and issued Receipt No. 8327  
therefor in payment of mortgage tax on the  
within mortgage.  
Dated this 21 day of September 1918  
Ed A. Allen  
County Treasurer.

of Section numbered Eight ( 8 ), Township numbered Sixteen ( 16 ) North Range numbered  
Thirteen ( 13 ), East of the Indian Meridian, containing in all Eighty acres of land, more or less,  
according to 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 anywise apper-  
taining, 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 are 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 Twelve Hundred (\$1200.00) DOLLARS,  
justly due and owing by the said party of the first part to the said Virgil R. Coss Mortgage Company, its successors or assigns, and evidenced by one certain promissory  
note, bearing even date herewith and due on the first day of November A. D. 1918 and bearing Six per cent. interest  
from date, payable annually evidenced until maturity by interest coupon notes thereto annexed, and ten per cent. interest after maturity; given for an actual loan of  
money.

It is expressly understood and agreed by and between the parties hereto, 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 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 insurance on the buildings, as hereinafter provided, be not kept in force as stipulated; or if the party 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 may provide the necessary insurance on the buildings, 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.

The party of the first part agree to procure and maintain policies of insurance on the buildings located on the premises hereby conveyed, in such insurance  
companies as said second party shall elect, in the sum of DOLLARS,  
with premiums therefor fully paid, which said policy or policies shall be assigned to and held by said second party, its successors or assigns, as collateral and additional security  
for the payment of the indebtedness hereby secured.

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.

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, to the  
payment of said indebtedness; and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagees hereby consent, 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 appraisalment 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 evidence 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 hands on this, 21 day of  
September A. D. 1918.

De Witt J. Berthoff  
Lena Berthoff

### STATE OF OKLAHOMA, Mc Intosh COUNTY, ss.

Before me, R B Robinson a Notary Public, in and for said County and  
State, on this 1 day of September 1918 personally appeared  
De Witt J. Berthoff and Lena Berthoff  
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 voluntary act and deed, for the uses and purposes therein set forth.  
My commission expires November 30th 1919 (seal) R B Robinson Notary Public.

### STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 21 day of Sep A. D. 1918 at 8 o'clock AM.  
By Chas. A. Weaver Deputy, (seal) Louis C. Clark Register of Deeds.