

MORTGAGE RECORD

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 9th day of August A. D. 1912 between Mitchell, Everett & Beaver Lash & Robt. Factory, a Corporation of Tulsa County, in the State of Oklahoma, party of the first part, and UNION TRUST COMPANY, a corporation of the State of Oklahoma, of Tulsa, Oklahoma, party of the second part:

WITNESSETH, That said party of the first part in consideration of the sum of fifteen hundred and no/100 DOLLARS, the receipt whereof is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all the following-described real estate, situated in the County of Tulsa State of Oklahoma, to-wit:

Lot 1 and 2 and 3 in Block Twenty (20) in Berry Addition to the City of Tulsa, Oklahoma, as per recorded plat thereof

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of One (\$) promissory note of even date herewith. One for \$ 1500.00 due February 9th, 1911 made to UNION TRUST COMPANY, or order, payable at its offices in Tulsa, Oklahoma, with 2 per cent. interest per annum thereon from date payable semi-annually, and 10 per cent. as attorney fees if placed in the hands of an attorney for collection and paid without suit, and an additional attorney's fee of \$ 75.00 if suit is brought to foreclose this mortgage.

Said party of the first part hereby covenant that it is the owner, in fee simple of said premises and that they are free and clear of all incumbrances. That it has good right and authority to convey and encumber the same, and it will warrant and defend the same against the lawful claims of all persons whomsoever. Said party of the first part agrees to insure the buildings on said premises in the sum of \$ 2000 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said party of the first part to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Now if said party of the first part shall pay or cause to be paid to party of the second part, its successors or assigns, said sum of money in the above-described note, and shall make and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void; otherwise shall remain in full force and effect. If such insurance is not effected and maintained, or if any or all taxes and assessments which are or may be levied and assessed lawfully against said premises or any part thereof are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent. per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected or maintained, or any taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt, including attorney's fees and to foreclose this mortgage; and shall become entitled to the possession of said premises.

Said party of the first part waives notice of election to declare the whole debt due, as above stated, and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand the day and year first above written.

Everett Mitchell
Attest: Mollie Mitchell
Secretary

Mitchell, Everett & Beaver Lash & Robt. Factory
by Chas. A. Mitchell
President

STATE OF OKLAHOMA, COUNTY OF TULSA, ss.

Before me, Lester Laurie, a Notary Public, in and for said County and State, on this 9th day of August A. D. 1912, personally appeared Chas. A. Mitchell and

subscribed the name of the maker thereof to the to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as and as the free and voluntary act and deed of such Corporation his free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires June 20th 1913 Lester Laurie Notary Public.

STATE OF OKLAHOMA, COUNTY OF TULSA, ss.

This instrument was filed for record on the 12 day of Aug 1912, at 2:30 o'clock P. M.

By Chas. A. Mitchell Deputy Chas. A. Mitchell Register of Deeds.