

COMPARED

MORTGAGE RECORD

35379

HAMIL BODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 20871

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 24th day of October, A. D. 1911, between W. D. Flounoy and Eva Flounoy, his wife of Tulsa County, in the State of Oklahoma, part les of the first part, and O. H. Leonard, a corporation of the State of Oklahoma, of Tulsa, Oklahoma, party of the second part:

WITNESSETH, That said party les of the first part in consideration of the sum of Seven Hundred and Fifty DOLLARS, the receipt whereof is hereby acknowledged, do by 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:

The Northwest quarter of the Southwest quarter, and the West half of the Northeast quarter of the Southwest quarter of Section No. Nineteen (19) and the Northeast quarter of the Northwest quarter, and the Southwest quarter of the Northeast quarter, and the West half of the Southwest quarter of the Northwest quarter of Section No. Eighteen (18) Allin Township No. Twenty (20) Range No. Fourteen (14) East,

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 \$ 750.00 due October 24, 1912 made to O. H. Leonard or order, payable at Tulsa, Oklahoma, with ten per cent. interest per annum thereon from date payable semi-annually, and ten 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 \$ 25.00 if suit is brought to foreclose this mortgage.

Said party les of the first part hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of all incumbrances. That they have good right and authority to convey and encumber the same, and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said party les of the first part agree to insure the buildings on said premises in the sum of \$ 750.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said party les of the first part to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Now if said party les 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 les of the first part waive 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 les of the first part have hereunto set their hands the day and year first above written.

W. D. Flounoy
Eva Flounoy

STATE OF OKLAHOMA, COUNTY OF TULSA, ss.

Before me, Arthur Newlin, a Notary Public, in and for said County and

Said party les of the first part, W. D. Flounoy and Eva Flounoy his wife personally appeared

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 free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires Oct. 3rd 1914.

Arthur Newlin
Notary Public.

STATE OF OKLAHOMA, COUNTY OF TULSA, ss.

This instrument was filed for record on the 28 day of Oct 1911, at 3:15 o'clock P. M.

By, H. C. Walkley Deputy. Register of Deeds.

(Seal)