

COMPARED

311

# MORTGAGE RECORD

No. 108187

SAUL DODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 20578

## OKLAHOMA FIRST REAL ESTATE MORTGAGE.

IN CONSIDERATION OF Eight hundred + 00/100 DOLLARS,

R. E. Fountain and Julia Fountain his wife

of Tulsa County, State of Oklahoma, (who will be described and referred to now and hereafter in this instrument in the plural as mortgagors, whether one or more in number), hereby grant, bargain, sell, convey and mortgage unto

William Vance, Trustee

of Tulsa, Oklahoma, mortgagees, the following-described real estate, situated in Tulsa County, Oklahoma:

Lot two (2) in Block eleven (11) in Wallford Addition to Tulsa, Oklahoma, according to the recorded plat thereof

### TREASURER'S ENDORSEMENT.

I hereby certify that I received  
\$96.25 and Receipt No. 9855  
therefor payment of mortgage tax on  
the within mortgage.  
Dated this 17 day of Feb. 1918  
Ed. S. Saxon  
COUNTY TREASURER

The mortgagors represent that they have fee simple title to said land, free and clear of all liens and incumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption. at option of mortgagee

PROVIDED, That whereas, said mortgagors are justly indebted unto said mortgagees in the principal sum of Eight hundred DOLLARS,

for a loan thereof made by said mortgagees to said mortgagors and payable according to the tenor of one certain principal note executed by said mortgagors, bearing date February 12 1918, payable to the order of said mortgagees William Vance, Trustee

on the 12th day of February 1918, with interest from date until default or maturity, at the rate of eight per cent. per annum, and after default or maturity, at the rate of ten per cent. per annum, payable semi-annually, both before and after maturity, the installments of interest until maturity being evidenced by four coupons attached to said principal notes, and of even date therewith, and payable to the order of said mortgagees,

both principal and interest being payable at Tulsa, Oklahoma. If said mortgagors shall pay the aforesaid indebtedness, both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage, then these presents to become void; otherwise to remain in full force and effect.

Said mortgagors agree to pay all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, to pay any interest on estate therein, including the interest represented by this mortgage lien, or upon the mortgage or the note or debt secured hereby, and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing or enjoying the full benefit of the lien of this mortgage or the collection of the said indebtedness. In case said mortgagors shall fail to pay any such taxes, assessments or charges, then the holder of this mortgage and the note secured hereby may pay said taxes, assessments or charges, and said mortgagors agree to repay upon demand the full amount of said advances, with interest at the rate of ten per cent. per annum from date of such advancement, and this mortgage shall be a further lien for the payment thereof.

The mortgagors agree to keep all buildings and improvements upon said land in as good a condition as they now are; to neither commit or suffer waste; to maintain continuously until this loan is fully paid, both fire and tornado insurance upon all buildings in a company satisfactory to the mortgagee or assigns, in a sum not less than Eight hundred DOLLARS, payable in case of loss to mortgagee or assigns, upon the mortgage indebtedness, all insurance policies to be delivered unto mortgagee or assigns as soon as written, and by them retained until the payment of this obligation. And the mortgagors authorize the holder thereof to repair any waste, and to take out policies of insurance—fire, tornado, or both—should mortgagors default in so doing and to advance the money therefor; and to repay such advances with interest at the rate of ten per cent. per annum, mortgagors pledge themselves, and the lien of this mortgage shall extend thereto.

Non-compliance with any of the agreements made herein by the mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect same and foreclose this mortgage, the institution of such suit being all the notice required.

The mortgagors further expressly assign to the holder of said mortgage indebtedness all their interest in any outstanding leases upon said land, whether agricultural or mineral, and all their rights to any royalties or rents arising from any such leases, and mortgagee is authorized at mortgagee's option, but is not required to collect such rents or royalties, and to hold such royalties or rents as mortgagee collects or as are paid over to mortgagee by mortgagors, and apply the same to the payment of this mortgage indebtedness as it matures.

The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness, to pay taxes, take out insurance, collect rents or royalties, shall be optional with the holder of said mortgage indebtedness, and not obligatory upon him, and he shall not in any case be liable to the mortgagors for a failure to exercise any such authority to pay taxes, take out insurance, collect royalties or rents, or any other authority herein granted.

Grantors agree that in case default occurs upon said mortgage indebtedness or any part thereof and suit is instituted to collect the same, they will pay an attorney's fee of ten per cent. on the first five hundred dollars, and five per cent. on sums above that, to become due immediately upon filing the petition, and which attorney's fee may be included in the cause of action and shall be secured by the lien on this mortgage.

Witness our hand and this twelfth day of February 1918.

EXECUTED AND DELIVERED IN THE PRESENCE OF

R. E. Fountain  
Julia Fountain

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

Before me, (the undersigned,) Notary Public in and for said County and State, on this 12th day of February 1918, personally appeared R. E. Fountain and Julia Fountain and 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 free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires May 24 1919. Ed. S. Saxon Notary Public.

STATE OF OKLAHOMA, \_\_\_\_\_ COUNTY, ss.

Before me, the undersigned, a \_\_\_\_\_ in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_ 191\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires \_\_\_\_\_ 191\_\_\_\_. \_\_\_\_\_ Notary Public.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 13 day of Feb. 1918, at 11:30 o'clock A. M.  
Fee, \$ \_\_\_\_\_

By W. G. Wheeler Deputy. (here) Reverend Clines Register of Deeds.