

MORTGAGE RECORD

COMPARED

#38872

OKLAHOMA FIRST REAL ESTATE MORTGAGE.

IN CONSIDERATION OF Fifty Five Hundred Dollars (\$5500.00) to us cash in hand paid by Carrie E. Astrander, nee M. B. Shuttles, Liddie M. Shuttles, of the City of South Bend, Indiana County, State of Indiana (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 The said Carrie E. Astrander of Tulsa, Oklahoma, mortgagor, the following-described real estate, situated in Tulsa County, Oklahoma:

Fifty five and 9/100 acres of land situated in Section 16, Township 19 North, Range 12 East, and more particularly described as follows: To wit: Beginning at 132.0 feet East and 6.00 feet North of the Southeast corner of the Southeast 1/4 of Section 18, Township 19 North, Range 12 East, Tulsa County, Oklahoma, thence East 136.9 feet, thence North 19.80 feet, thence West 12.33 feet, thence South 19.80 feet to place of beginning subject to roadway as now provided for of record

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.

PROVIDED, That whereas, said mortgagors are justly indebted unto said mortgagor in the principal sum of Fifty Five Hundred (\$5500.00) DOLLARS, for a loan thereof made by said mortgagor and payable according to the tenor of Five certain principal notes, executed by said mortgagors, bearing date March 1st, 1912, payable to the order of said mortgagor, Carrie E. Astrander

on the first day of March, 1912, with interest from date until due or maturity, at the rate of Five 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 coupons attached to said principal notes, and of even date therewith, and payable to the order of said mortgagor

both principal and interest being payable at the First National Bank of 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, or upon any interest or 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 mortgagor or assigns, in a sum not less than DOLLARS, payable in case of loss to mortgagor or assigns, upon the mortgage indebtedness, all insurance policies to be delivered unto mortgagor 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 mortgagor is authorized at mortgagor's option, but is not required to collect such rents or royalties, and to hold such royalties or rents as mortgagor collects or as are paid over to mortgagor 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 Five 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 me hand this 1st day of March, 1912.

EXECUTED AND DELIVERED IN THE PRESENCE OF me Treasurer's Endorsement

I hereby certify that I received

\$5500.00 and issued Receipt No. 127 therefor in payment of mortgage tax on the

within mortgage.

Dated this 7 day of April, 1912.

STATE OF OKLAHOMA, St. Joseph County, ss.

Before me, the undersigned, a Notary Public in and for said County and State, day of March, 1912, personally appeared M. B. Shuttles and Liddie M. Shuttles his wife, to me known to be the identical person 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 seal as such Notary Public this day and year last about writing mine My commission expires July 31, 1913.

STATE OF OKLAHOMA, St. Joseph County, ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this day of March, 1912, personally appeared M. B. Shuttles 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 his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires July 31, 1913. Notary Public.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 4 day of Mar., 1912, at 11 o'clock A. M. Fee, \$ 1.00

By C. E. Walker Deputy, Register of Deeds.

If default is made in complying with the conditions of this mortgage or if the principal and interest of said mortgage and indebtedness are not paid when due, and said note is put in the hands of an attorney at law for collection and the attorney's fees for the collection of same the sum of dollars and cents of the amount remaining unpaid