

COMPARED

MORTGAGE RECORD

42278

RAML BODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 20878

OKLAHOMA FIRST REAL ESTATE MORTGAGE.

IN CONSIDERATION OF

Five thousand (\$5000.00) DOLLARS,
Robert W. Kellough and Ethel B. Kellough, his
wifeof 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 untoHoward W. Phillips
of Tulsa, Oklahoma, mortgagees, the following-described real estate, situated in Tulsa County, Oklahoma:The North Half of the Northeast Quarter of Section
Eight (8), (subject to a mortgage of two thousand (\$2000.)
Dollars to the Denning Investment Company) and the
West Half of the Northeast Quarter and West Half of the
Southeast Quarter and the East Half of the Northeast
Quarter of Section Nine (9), (subject to a mortgage of
three thousand (\$3000.) Dollars to Howard W. Phillips,
and the East Half of the Southwest Quarter of Section
Nine (9), (subject to a mortgage of two thousand \$)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 mortgagees in the principal sum of

Five thousand (\$5000.00) DOLLARS,
for a loan thereof made by said mortgagees to said mortgagors and payable according to the tenor of certain principal note executed by said mortgagors,
bearing date July 1st 1912 payable to the order of said mortgageeson the first day of July 1913 with interest from date until default 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 installment 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 mortgagees,both principal and interest being payable at Commerce Trust Company, Kansas City, Missouri.
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 mortgagee or assigns, in a sum not less thanDOLLARS,
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 this 1st day of July 1912,

EXECUTED AND DELIVERED IN THE PRESENCE OF

Robert W. Kellough
Ethel B. Kellough

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3rd
day of July 1912 personally appeared Robert W. Kellough
and Ethel B. Kellough
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.

(Seal) My commission expires May 29, 1913. Arthur Farmer Notary Public.

STATE OF OKLAHOMA, COUNTY, ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this
day of 1912 personally appeared
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.

My commission expires 1912 Notary Public.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 3rd day of July 1912 at 1:50 o'clock P.M.

Fee, \$

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

(Seal)

(\$2000) Dollars to Howard W. Phillips, which last named mortgage also covers a second
living the same land as the above mentioned three thousand Dollars mortgage of the West Half
of the Northeast Quarter of Section Nine (9) and the East Half of the Northeast Quarter of
Section Nine (9) and the East Half of the Southwest Quarter of Section Nine (9) all in Township
Four (4) North Range Twenty (20) East containing all of the United States Government
Survey Parcel