

## MORTGAGE RECORD

#76500

BANK OF OKLAHOMA, OKLAHOMA CITY, OKLAHOMA, No. 2078

## OKLAHOMA FIRST REAL ESTATE MORTGAGE.

IN CONSIDERATION OF

Twenty Thousand Dollars (\$20000.00) DOLLARS  
P. J. Hurley and W. C. Johnson and Emogene F. Johnson, wife of  
W. C. Johnson.

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 as guardian

of Benjamin Vance Jr., a minor

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

All of lot Four (5) and that part of lot Four (4) in Block No. Hundred Sixty-two (62) in the City of Tulsa, Tulsa County, Oklahoma, according to the official plat and survey thereof, more particularly described as: beginning at the North-westerly corner of said lot Four (4) thence southerly along the westerly line thereof a distance of fifty feet (50) thence in an easterly direction and parallel with the northerly line of said lot Four a distance of twenty-five feet (25); thence in a northerly direction and parallel with the westerly line of said lot Four a distance of twenty-five feet (25); thence in an easterly direction and parallel with the northerly line of said lot Four a distance of twenty-five feet (25); thence in a northerly direction along the easterly line thereof a distance of twenty-five feet (25) to the North-easterly corner of said lot Four (4); thence in a westerly direction along the northerly line thereof a distance of fifty feet (50) to the North-westerly corner of said lot Four (4); thence in a southerly direction along the westerly line thereof a distance of fifty feet (50) to the point of beginning.

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

Twenty Thousand Dollars (\$20000.00) 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

May 3 - 1917, 1917, payable to the order of said mortgagees William Vance as Guardian

on the 3rd day of May, 1922, 1922, with interest from date until default or maturity, at the rate of Seven (7) 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

no 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, or upon any interest or estate therein, and to pay the same when due, and to keep said lands and tenements in good 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

Twenty Thousand Dollars (\$20000.00) 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 hands this

Third day of May, 1917.

EXECUTED AND DELIVERED IN THE PRESENCE OF

P. J. Hurley  
W. C. Johnson  
Emogene F. Johnson

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this

day of May, 1917, personally appeared P. J. Hurley, and W. C. Johnson,

and Emogene F. Johnson, wife of W. C. Johnson,

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 July - 27 - 1919 (Seal) Mildred W. Kelbey, 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 May, 1917, 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 1917, Notary Public.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 17 day of May, 1917, at 11:45 o'clock A.M.

Fee, \$

By O. G. Weaver Deputy, Lewis Chase Register of Deeds.

(Seal)

Line of said lot Four (4) a distance of five hundred thirty feet (530) to the place of beginning

ASSURER'S ENDORSEMENT  
I hereby certify that I have collected the above mortgage and insured it for \$20,000.00 in the name of the mortgagee, and I have filed the same in my office for record.