

## MORTGAGE RECORD

167

#47990

SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 21054

## OKLAHOMA FIRST MORTGAGE

## Know All Men by These Presents:

THAT Henry Hornecker, and Belle Hornecker, his wife  
 of Tulsa County, State of Oklahoma, part of  
 the first part, have mortgaged and hereby mortgage to Grant R. McCulloch  
 party of the second part, the following-described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit:  
The North Half of the Northwest Quarter of  
Section Thirty-four (34), in Township Seventeen (17)  
North of Range Thirteen (13) East of the Indian Meridian, containing 8.00 acres more or less,  
 with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Eight Hundred + no. DOLLARS,  
 due and payable on the first day of January 1913, with interest thereon at the rate of six per cent.  
 per annum, payable annually from date, according to the terms and at the time and in the manner provided by their  
 certain promissory note of even date herewith, given and signed by the makers hereof Henry Hornecker and Belle Hornecker and wife  
 and payable to the order of the mortgagee herein, and being for the principal sum of Eight Hundred + no. Dollars,  
 with five coupon notes attached, evidencing said interest; one coupon being for Forty six + no. Dollars,  
 and four coupons being for Forty eight + no. Dollars, each.

All sums secured by this Mortgage shall be paid at the office of G. R. McCULLOUGH & CO., Tulsa, Oklahoma, unless otherwise specified in the note and coupons.  
 IT IS EXPRESSLY AGREED AND UNDERSTOOD, By and between the said parties hereto, that this Mortgage is a first lien upon said premises; that the party  
 of the first part will pay said principal and interest at the times when the same fall due, and at the place and in the manner provided in said note, and will pay all taxes  
 and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improve-  
 ments thereon shall be kept in good repair and shall not be destroyed, or removed without the consent of the second party, and shall be kept insured for the benefit of the  
 second party or its assigns, against loss by fire or lightning, for not less than ten Dollars,  
 in form and companies satisfactory to said second party, and that all policies and renewal receipts shall be delivered to said second party. If the title to the said premises  
 be transferred, said second party is authorized, as agent of the first party, to assign the insurance to the grantee of the title.

Party of the first part and their heirs, executors, administrators and assigns, will warrant the quiet enjoyment of the aforesaid premises to the  
 said party of the second part, his heirs, executors, administrators and assigns, and will forever defend the aforesaid premises against the lawful claims and demands of all  
 persons.

IT IS FURTHER AGREED AND UNDERSTOOD, That the said second party may pay any taxes and assessments levied against said premises or any other sums  
 necessary to protect the rights of such party or its assigns, including insurance upon buildings, and recover the same from the first party with ten per cent.  
 interest, and that every such payment is secured hereby, and that in case of a foreclosure hereof, and as often as any foreclosure hereof may be filed, the holder hereof may  
 recover from the first party an attorney fee of One Hundred Dollars, or such different sum as may be  
 provided for by said note, which shall be due upon the filing of the petition in foreclosure and which the first party promises and agrees  
 to pay, together with expense of examination of title in preparation for foreclosure. Any expense incurred in litigation or otherwise, including attorney fees and abstract  
 of title to said premises, incurred by reason of this mortgage or to protect its liens, shall be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at  
ten per cent. per annum, and this mortgage shall stand as security therefor.

AND IT IS FURTHER AGREED, That upon a breach of the warranty herein or upon a failure to pay when due, any sum, interest or principal, secured hereby,  
 or any tax or assessment herein mentioned, or to comply with any requirements herein or upon any waste upon said premises, or any removal or destruction of any building  
 or other improvements thereon, without the consent of the said second party, the whole sum secured hereby shall at once and without notice become due and payable at the  
 option of the holder thereof, and shall bear interest thereafter at the rate of ten per cent. per annum, and the said party of the second part or its assigns, shall  
 be entitled to a foreclosure of this mortgage and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby; and that immediately  
 upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of the said premises, and to collect and apply the rents thereof, less reason-  
 able expenditures, to the payment of said indebtedness, and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors  
 hereby consent, which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall in no case be held to account for any rental  
 or damage other than for rents actually received; and the appraisalment of said premises is hereby expressly waived. And all the covenants and agreements herein contained  
 shall run with the land herein conveyed.

This Mortgage and the note and coupons secured thereby, shall in all respects be governed and construed by the laws of the State of Oklahoma.

Dated this 10th day of January 1913

SIGNED IN THE PRESENCE OF

Henry Hornecker  
Belle Hornecker

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

Before me, John I. Miller Notary Public  
 in and for said County and State, on this 25th day of January 1913, personally appeared  
Henry Hornecker and Belle Hornecker, 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 set forth.

Witness my hand and official seal the day and year above written.

My commission expires Nov 20/16 (Seal) John I. Miller Notary Public.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed in my office for record on the 30 day of Jan A. D. 1913, at 5  
 o'clock P.M.  
 By (Seal) Deputy. Lewis Elsie Register of Deeds.