228

COMPARED

MORTGAGE RECORD

#69562

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

TREASURER'S ENDORSEMENT
I hereby certify that I received $1.50 and issued Receipt No. 2724 therefor in payment of mortgage tax on the within mortgage.
Dated this 19 day of 4 1915
Geo T Kramer
County Treasurer.
R L Dff

OKLAHOMA FIRST MORTGAGE

Know All Men by These Presents:

THAT M. W. Smith and Lizzie Smith his wife; R. L. Smith a single man of Tulsa; Mary Anna M. Rosborough and Reek Rosborough her husband, of County, State of Oklahoma, part ies of the first part, hereinafter mortgaged and hereby mortgage to Grant R. McCullough party of the second part, the following-described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit: The East half of the Southwest Quarter and the South half of Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter and the South half of the Southeast Quarter of the Southeast Quarter of Section eight (8) and North half of the Northwest Quarter and the Southeast Quarter of Northwest Quarter and the East half of the Southwest Quarter of the Northwest Quarter of Section seventeen (17) and the Southwest Quarter of the Northwest Quarter of Section seventeen (17) with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Eighteen Hundred & no/100 DOLLARS, due and payable on the first day of April 1920, with interest thereon at the rate of ten per cent. per annum, payable annually from date, according to the terms and at the time and in the manner provided by certain promissory note of even date herewith, given and signed by the makers hereof M. W. Smith, Lizzie Smith, R. L. Smith, Anna M. Rosborough and Reek Rosborough and payable to the order of the mortgagee herein, and being for the principal sum of Eighteen Hundred & no/100 — Dollars, with five coupon notes attached, evidencing said interest; one coupon being for One Hundred Eight & no/100 Dollars, and four coupons being for One Hundred Eight & no/100 — 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 improvements 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 ..... 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 theirs 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 Two 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 is secured hereby, 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 reasonable 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 appraisement 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 15th day of March 1915.

M. W. Smith
Lizzie Smith
R. L. Smith
Anna M Rosborough
Reek Rosborough

SIGNED IN THE PRESENCE OF

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

Before me, Geo. G. Rhyne a Notary Public in and for said County and State, on this 15th day of April 1915, personally appeared M. W. Smith and Lizzie Smith his wife and R. L. Smith a single man 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. (Seal) Geo. G. Rhyne Notary Public.

My commission expires Feb 19 - 1917

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed in my office for record on the 19 day of April A. D. 1915, at 1:10 o'clock P. M.

By A. G. Weaver Deputy. (Seal) Lewis Ellis County Clerk Register of Deeds.

State of Oklahoma
Tulsa County ss.
Before me, the undersigned, a Notary Public in and for said County and State, on this 31st day of March 1915, personally appeared Anna M. Rosborough and Reek Rosborough 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 Jan. 5, 1917.
Geo. G. Rhyne
Notary Public.

(#Township Twenty (20) North of Range Twenty (20) East containing 340 acres more or less.)