

168  
REAL ESTATE MORTGAGE

THE STATE OF ALABAMA  
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, That, whereas, the undersigned R. H. Cole and Donna R. Cole, husband and wife, are justly indebted to The First National Bank of Guthrie, Oklahoma, whose address is Post Office Box 160, 202 West Oklahoma, Guthrie, Oklahoma 73044, (hereinafter called Mortgagee) in the sum of EIGHT HUNDRED THOUSAND AND NO/100THS-----DOLLARS

evidenced by a promissory note of even date herewith payable in full ten years from this date;

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and, whereas, it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due, NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, and in further consideration of the sum of One (\$1.00) Dollar, cash in hand paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned R. H. Cole and Donna R. Cole, husband and wife,

do hereby grant, bargain, sell and convey unto said Mortgagee the following described real property situated in Shelby County, State of Alabama, to-wit:

The West Half (W/2) of the Northeast Quarter (NE/4) of Section Thirty-six (36), Township Nineteen (19) South, Range One (1) East, Shelby County, State of Alabama.

And, those certain six (6) tracts of land situate in Logan County, State of Oklahoma, described with particularity on Exhibit "A" attached to this mortgage.

Mortgage prepared by:  
Thomas R. Williams  
Attorney at Law  
Post Office Box 279  
119 South Broad  
Guthrie, OK 73044

✓ First Nat'l Bank — P.O. Box - 160  
Guthrie, Oklahoma 73044

together with the appurtenances thereunto belonging or in anywise appertaining. Said property being warranted free from all incumbrances and against any adverse claims, except first mortgage thereon as now shown of record in Shelby County, Alabama.

TO HAVE AND TO HOLD, the above granted premises unto the said mortgagee its

successors and assigns, forever.

And for the purpose of further securing the payment of said indebtedness, with interest thereon, the undersigned agree to pay all taxes or assessments when imposed upon said premises, and should default be made in the payment of same, the said mortgagee may, at mortgagee's option, pay off the same; and to further secure said indebtedness, the undersigned agree to keep the improvements on said real estate insured against loss or damage by fire, and the elements, and such other risks as the mortgagee may reasonably require, for the fair and reasonable insurable value thereof, in companies satisfactory to the mortgagee, with loss, if any, payable to said mortgagee, as said mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies, to said mortgagee; and if the undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said mortgagee, then the said mortgagee may at mortgagee's option insure said property for said sum, for the mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same. All amounts so expended by said mortgagee for taxes, assessments or insurance, shall become a debt to said mortgagee, additional to the debt hereby secured, and shall be covered by this mortgage, and bear interest from date of payment by said mortgagee and be at once due and payable. And the mortgagor further agrees to keep the buildings now or hereafter standing on the mortgaged premises in a good state of repair, and not to commit or allow to be committed waste thereon.

But upon condition, however, that if the payments are made as provided herein, and all the foregoing covenants and agreements are performed and observed, this mortgage shall be null and void, and shall be released at the cost of the mortgagors; but upon any default in the payment of the indebtedness hereby secured, or the taxes, assessments or charges aforesaid, or if any waste be committed on or improvements be removed from the premises, or upon failure to make necessary repairs or should the interest of said mortgagee in said property become endangered by reason of the enforcement or threatened enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or upon any default in the performance of any of the terms, covenants or agreements of this mortgage, then in any of such events, the whole of the indebtedness hereby secured shall immediately become due and payable, and the mortgagee is hereby authorized and empowered to sell the property hereinabove described at the Court House door in the county wherein said property or any part thereof, is situated, to the highest bidder for cash, after first having given notice of the time, terms and place of sale by advertisement once a week for three successive weeks in some newspaper published in said county; to make and execute title to the purchaser and apply proceeds of the sale as follows: First, to the cost and expense of sale, including a reasonable attorney's fee; second, to the payment of any sums that may have been expended paying taxes, assessments, or any other lawful charges; third, to the payment of said indebtedness, with interest thereon, and fourth, the balance, if any, to be turned over to the mortgagors, their heirs or assigns.

It is expressly agreed, that in the event the property herein mortgaged is sold under the power contained in this mortgage, the mortgagee may purchase at such sale. And the undersigned further agree to pay a reasonable attorney's fee to said mortgagee for the foreclosure of this mortgage in chancery, should this mortgage be so foreclosed, or for any litigation with respect to this mortgage, or the indebtedness hereby secured, said fee to be a part of the indebtedness hereby secured.

Witness our hands and seals at Guthrie, Oklahoma, ~~Alabama~~ this 30th day of March, 1983.

R. H. Cole (SEAL)  
R. H. Cole

Bonna R. Cole (SEAL)  
Bonna R. Cole

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

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OKLAHOMA  
THE STATE OF ~~ALABAMA~~  
COUNTY OF LOGAN

I, Victoria Rae Rodgers, a Notary Public in and for said County in said State do hereby certify that, R. H. Cole and Donna R. Cole, husband and wife, whose name are signed to the foregoing mortgage and who are known to me, acknowledged before me on this day that, being informed of the contents of the mortgage, executed the same voluntarily on the day same bears date.

Given under my hand and seal, this 30th day of March, 19 83.

(SEAL)

My commission expires: 2/23/87

Victoria Rae Rodgers  
Notary Public

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~~THE STATE OF ALABAMA  
COUNTY OF~~

~~I, \_\_\_\_\_, a Notary Public in and for said County in said State do hereby certify that, whose name \_\_\_\_\_ signed to the foregoing mortgage and who \_\_\_\_\_ known to me, acknowledged before me on this day that, being informed of the contents of the mortgage, executed the same voluntarily on the day same bears date.~~

~~Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.~~

~~Notary Public~~

~~THE STATE OF ALABAMA  
COUNTY OF~~

~~I, \_\_\_\_\_, a Notary Public in and for said county in said state, hereby certify that whose name as \_\_\_\_\_ President of the \_\_\_\_\_ a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.~~

~~Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.~~

~~Notary Public~~

EXHIBIT "A"

For attachment to Real Estate Mortgage - R. H. Cole and Donna R. Cole, Mortgagors and First National Bank of Guthrie, Oklahoma, Mortgagee

TRACT I: A tract of land situate in the Southeast Quarter of the Southeast Quarter of Section 12, Township 16 North, Range 2 West of the Indian Meridian, Logan County, Oklahoma, described as follows: Beginning at a point 630 feet North and 622 feet West of the Southeast Corner of the Southeast Quarter of said Section 12, thence South a distance of 622 feet, to the center line of the Guthrie Meridian Road, thence Northwesterly along said center line a distance of 394 feet, thence North a distance of 508 feet, thence East a distance of 375 feet to the point of beginning, and containing 4.90 acres, more or less.

TRACT II: A tract of land beginning at a point 630 feet North and 446.72 feet West of the Southeast Corner of the Southeast Quarter of Section 12, Township 16 North, Range 2 West of the Indian Meridian, Logan County, Oklahoma, thence following the Westerly boundary line of Bobby Lane, as shown in the plat of Cole Subdivision, recorded in Book 4 of Plats, at Page 51, to the Southeast Corner of Lot 5, Block 4 of Cole Subdivision, thence in a Southwesterly direction 211.66 feet to the Southwest Corner of Lot 5, Block 4, Cole Subdivision, thence Southwesterly along the South boundary of Lots 1, 2, 3 and 4, Block 4, in Cole Subdivision a distance of 1,060 feet to the Southwest Corner of Lot 8, Block 3; thence Southeast-erly along the East boundary of Lots 4 and 5, Block 3 to the Southeast Corner of Lot 5, Block 3; thence East a distance of 872.23 feet to the place of beginning, containing 23 acres, more or less.

TRACT III: Lot 1 and the North half of Lot 2 of the Northwest Quarter of Section 30, Township 16 North, Range 1 West of the Indian Meridian, Logan County, Oklahoma.

TRACT IV: The North Half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 5, Township 16 North, Range 1 West of the Indian Meridian, Logan County, Oklahoma, excepting a tract described as follows: A tract of land in the West Half of the Southwest Quarter of Section 5, Township 16 North, Range 1 West of the Indian Meridian beginning 215 feet South of the Northwest Corner of the Southwest Quarter of Section 5; thence East 580 feet; thence South 1,025 feet; thence West 580 feet; thence North 1,025 feet to the point of beginning.

TRACT V: Lot 17, Block 1 in Meadow Lake Estates, a part of the South Half of the Northeast Quarter of Section 32, Township 16 North, Range 2 West of the Indian Meridian, Logan County, Oklahoma, and a Re-Subdivision of Lot 1, Block 1, Twilight Terrace Addition.

TRACT VI: The Southeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 10, Township 16 North, Range 2 West of the Indian Meridian, Logan County, Oklahoma.

RECORDED IN THE PUBLIC RECORDS OF OKLAHOMA COUNTY, OKLAHOMA

1983 JUN -3 AM 11:52

Thomas P. [Signature]  
CLERK OF DISTRICT COURT

mtg. tax - 144<sup>00</sup>  
Rec. 6<sup>00</sup>  
Ad. 1<sup>00</sup>  

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151<sup>00</sup>

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