

SPECIAL REAL ESTATE MORTGAGE

COMPARED

FROM

STATE OF OKLAHOMA,

County, } ss.

on the 20 day of Feb. 1911 at 4:30

o'clock P. M., and duly recorded in Vol. 39 of at page 121

(Seal) H. C. Walkley Register of Deeds,

By Deputy.

Fees, \$

This Indenture, Made this 16th day of Feb. in the year of our Lord One Thousand Nine Hundred and eleven by and between Cynthia Mayfield & John F. Mayfield wife & husband, of the County of Tulsa and State of Oklahoma, parties of the first part and L. M. Kerr parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Seven Hundred & no/100 Dollars, to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto said party of the second part, and to his heirs and assigns, forever, all of the following described tract or piece or parcel of land lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

Five South Fifty (50) feet of Lots Four (4) Six (6) Seven (7) Eight (8) Nine (9) and Ten (10) also South Ninety (90) feet of Lots eleven (11) twelve (12) thirteen (13) fourteen (14) fifteen (15) and sixteen (16) all in Block Nine (9) of Burnett Addition to Tulsa when according to the amended plat thereof.

TO HAVE AND TO HOLD THE SAME, With all and singular, the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said parties of the second part.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit:

FIRST: Said Cynthia Mayfield and John F. Mayfield are justly indebted unto the said party of the second part in the principal sum of Seven Hundred & no/100 Dollars, in gold coin of the United States of the present standard of weight and fineness, being for a loan thereof made by the said party of the second part, to the said Cynthia Mayfield and John F. Mayfield, and payable according to the tenor and effect of a certain negotiable promissory note, numbered 1911, executed and delivered by the said Cynthia Mayfield and John F. Mayfield, bearing date Feb. 1, 1911, payable to the order of said L. M. Kerr, Two years after date, at office of Percy Collins, with interest thereon from date until maturity, at the rate of 9 per cent per annum, payable semi-annually on the 1st day of August and February in each year, and 9 per cent per annum after maturity, the installments of interest being further evidenced by coupons attached to said principal note, and of even date therewith and payable to the order of said L. M. Kerr.

SECOND: Said parties of the first part agree to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements on said land insured in some responsible fire insurance company, to the satisfaction of the holder hereof in the sum of Seven Hundred Dollars, the policy to be made payable to the holder hereof, as additional security to this loan and if the taxes or insurance premiums are not paid when due, by the parties of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of 10 per cent per annum and the first party assume responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said parties of the first part agree to keep all buildings, fences and improvements on said land in as good repair as they now are, and to not commit or allow any waste on said premises.

FOURTH: In case of default in any of the covenants hereof, the rents and profits of the said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said parties of the first part agree that if the maker of said note shall fail to pay the principal or interest of said note or any part thereof as the same become due or any of the taxes, assessments or insurance premiums, as they become due or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall at the option of the holder hereof become due and payable at once, and without notice.

The said parties of the first part, shall pay all expenses of collecting the insurance, and in the event action is brought to foreclose this mortgage or recover on the insurance policy, a reasonable attorney's fee of not less than Seventy & no/100 Dollars shall be added, which this mortgage also secures. And that the said parties of the first part, for said consideration, do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void, otherwise of full force and virtue. IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

Executed and delivered in the presence of

Cynthia Mayfield
John F. Mayfield

STATE OF OKLAHOMA, } ss. Before me, Percy Collins, in and for said County and State, Tulsa County, on this 20 day of Feb. 1911, personally appeared Cynthia Mayfield and John F. Mayfield, 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 12/19/11

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(Seal)

Percy Collins
Notary Public