

SPECIAL REAL ESTATE MORTGAGE

#25535

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FROM STATE OF OKLAHOMA,
Tulsa County, ss. This instrument was filed for record in my office
 on the 3 day of Nov A. D. 1911 at 10:40
 TO o'clock a M., and duly recorded in Vol. 10 of 10 at page 10
H. O. Walkley Register of Deeds.
 By Deputy (Seal)
 Fees, \$

This Indenture, Made this First day of November in the year of our Lord One Thousand Nine Hundred and
eleven by and between H. S. Cooper and Florence Cooper his
wife Eli Trimble of the County of Tulsa and State of Oklahoma, parties of the first part and
part of the second part.

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of
Five Hundred Dollars, (\$500) paid to them in hand paid, by the said part 2nd
 of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm,
 unto said part 1st of the second part, and to his heirs and assigns, forever, all of the following described tract, piece or parcel of land lying and situate
 in the County of Tulsa and State of Oklahoma, to-wit:

Lot Seven (7) of Block Two (2) of the
Bellevue Addition to the city of Tulsa,
Tulsa County, Oklahoma, according to the
plat thereof.

TO HAVE AND TO HOLD THE SAME, With all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and
 all rights of homestead exemption, unto the said part 1st of the second part, and to his heirs and assigns forever. And the said part 2nd 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 part
 heirs and assigns forever, against the lawful claims of all persons whomsoever.

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

FIRST: Said part of the first part are jointly indebted unto the said part 1st of the second part in the principal sum of Five Hundred and no/100
 Dollars, in gold of the United States of the present standard of weight and fineness,
 being for a loan thereof made by the said part 1st of the second part, to the said part
 and payable according to the tenor and effect of one certain negotiable promissory note numbered 1011 executed and
 delivered by the said part bearing date Nov 1st 1911 payable to the
 order of said Eli Trimble one year after date, at 8 per cent per annum, payable annually on the day of
 with interest thereon from date until maturity, at the rate of 8 per cent per annum, payable annually on the day of
being further evidenced by coupons attached to said principal note and of even date therewith and payable
 to the order of said part

SECOND: Said part 1st 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 Five
 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 part 1st
 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 12 per cent per
 annum and the first part assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said part 1st 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 part 1st 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 part 1st 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 as provided in said note shall be added, which this mortgage also secures.
 And that the said part 1st 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 part 1st 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

H. S. Cooper
Florence Cooper

STATE OF OKLAHOMA, } ss. Before me, A Notary Public in and for said County and State,
Tulsa County, } on this 3 day of November 1911 personally appeared
H. S. Cooper and Florence Cooper, 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 June 21 1913 (Seal)

Phil E. Kramer
Notary Public