

#36736.

COMPARED

119

SPECIAL REAL ESTATE MORTGAGE

FROM

STATE OF OKLAHOMA,

Tulsa County.

ss.

This instrument was filed for record in my office on the 19 day of Dec. A. D. 1911 at 10:30 o'clock A. M., and duly recorded in Vol. of at page.

By

Fees, \$

Deputy.

Register of Deeds.

This Indenture,

Made this

15th

day of

December

In the year of our Lord One Thousand Nine Hundred and

Eli Trimble

by and between

R. A. Boatwright and Elizabeth Boatwright, his wife

of the County of

Lincoln

and State of Oklahoma, part 1st of the first part and

Eli Trimble

part 2d of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of

One Thousand and no

Dollars, to

them

in hand paid, by the said part 2d

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 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:

The South ninety seven feet (97 ft.) of Lot Number 3 in Block Number Thirteen, 13, City of Tulsa, said County and State, according to the recorded 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 2d of the second part, and to his heirs and assigns forever. And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they were the lawful owners 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 2d of the second part, 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 R. A. Boatwright and Elizabeth Boatwright, his wife, are justly indebted unto the said part 1st of the second part in the principal sum of

One Thousand and no 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 part 2d of the second part, to the said R. A. Boatwright and Elizabeth Boatwright, his wife, and payable according to the tenor and effect of a certain negotiable promissory note, numbered 1, executed and delivered by the said part 2d of the second part, bearing date December 15, 1911, payable to the order of said Eli Trimble, with interest thereon from date until maturity, at the rate of 8 per cent per annum, payable semi-annually on the 15th day of June, 1912, and 15th day of December, 1912, in each year, and 2 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

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 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 8 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 makers 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 \$100 and ten per cent per annum due 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 parties of the first part have hereunto subscribed their names and affixed their seal on the day and year first above mentioned.

Executed and delivered in the presence of

E. Burford

John B. Charles, Jr.

witness to mark.  
{ A. A. Seaton.  
E. Burford.

R. A. Boatwright  
Elizabeth Boatwright

STATE OF OKLAHOMA,

ss.

Before me,

A. Notary Public

in and for said County and State,

Lincoln County,

on this

18th

day of

December

1911, personally appeared R. A. Boatwright,

and Elizabeth Boatwright, 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.

Seal

My commission expires 3-13-1912

1911.

A. A. Seaton  
Notary Public

Executed and delivered by R. A. Boatwright,

in the presence of  
W. V. Biddison, who signed the names of R. A. Boatwright hereto,  
Louis F. Swanson

State of Oklahoma, Tulsa County, ss.

Before me, W. V. Biddison, in and for said County and State, on this 19th day of December, 1911, personally appeared R. A. Boatwright, to me known to be one of the identical persons who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Seal My commission expires 11-22-1915.

W. V. Biddison, Notary Public