

SPECIAL REAL ESTATE MORTGAGE.

carried money

GEO. B. BARNES & CO., ST. LOUIS

FROM
*Delaney Bowlin*TO
Carrie Ostrander

STATE OF OKLAHOMA,

Tulsa County, } ss.This instrument was filed for record in my office
on the *19* day of *June* A. D. 19*10* at
o'clock *2* M., and duly recorded in Vol. *39* of *1189* at page *12*
(Seal) *H. E. Washley* Register of Deeds.
By _____ Deputy.
Fees, \$ _____This Indenture, Made this *7* day of *May* in the year of our Lord One Thousand Nine Hundred and
eight by and between *Delaney Bowlin & Eliza Bowlin husband and wife*
of the County of *Tulsa* and State of Oklahoma, part *1st* of the first part and
Carrie Ostrander part *2d* of the second part.WITNESSETH, That the said part *1st* of the first part, for and in consideration of the sum of
fifteen hundred Dollars, to *them* in hand paid, by the said part *2d*
of the second part, the receipt whereof is hereby acknowledged, he *has* granted, bargained and sold, and by these presents do *sell* grant, bargain, sell, convey and confirm,
unto said part *2d* of the second part, and to *her* 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 north 50 feet of lot 3, and the south fifty feet of lot 2 in block
170 in the City of Tulsa Okla. as is shown by the Government
plat and survey thereof the same being between South 74 Street
and fronting east on Elgin Ave.*TO HAVE AND TO HOLD THE SAME, With all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and
rights of homestead exemption, unto the said part *2d* of the second part, and to *her* heirs and assigns forever. And the said part *1st* of the first part
hereby covenant and agree that at the delivery hereof *they are* 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* the second part *her*
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 *Delaney Bowlin & Eliza Bowlin husband and wife and*
partly indebted unto the said part *2d* of the second part in the principal sum of *fifteen hundred* 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 *Carrie Ostrander*
and payable according to the tenor and effect of *one* certain negotiable promissory note, numbered *1*, executed and
delivered by the said *Delaney & Eliza Bowlin* bearing date *May 1st* 19*10* payable to the
order of said *Carrie Ostrander* years after date, at *Tulsa Okla*
with interest thereon from date until maturity, at the rate of *10* per cent per annum, payable semi-annually on the *1st* day of
May and *May* in each year, and *10* 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 *Carrie Ostrander* at *Tulsa Okla*.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 *ten* 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
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 part assume all responsibility of proofs and cure 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 *one hundred and fifty* Dollars 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 appraisalment 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

Delaney Bowlin
*Eliza Bowlin*STATE OF OKLAHOMA, } ss.
Tulsa County.Before me, *a notary Public* in and for said County and State,
on this *17th* day of *June* 19*10* personally appeared *Delaney*
Bowlin and *Eliza Bowlin husband and 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 *Sept 27th* 19*10* (Seal)*S. B. Brewster*
*Notary Public*For value received, I acknowledge satisfaction and payment in full of the
within mortgage, and same is hereby released.Signed and acknowledged before me *May 1st 1910*
Carrie Ostrander
Register of Deeds