

SPECIAL REAL ESTATE MORTGAGE

37688

FROM

STATE OF OKLAHOMA,

Tulsa County, ss.

on the 23 day of January, 1912, at 10:30

o'clock, a M., and duly recorded in Vol. of at page

By 1732 H.C. Walkley, Register of Deeds.

Fees, \$

This Indenture, Made this 19 day of January, in the year of our Lord One Thousand Nine Hundred and

Twelve, by and between Henry C. Green and Nellie E. Green husband and wife

of the County of Tulsa and State of Oklahoma, part of the first part and

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

one thousand and no/100 Dollars, to them in hand paid, by the said part of

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 of the second part, and to their heirs and assigns, forever, all of the following described tract or parcels of land lying and situate

in the County of Tulsa and State of Oklahoma, to-wit:

all that portion of lot six (6) Block Two Hundred (200) Wordlaw addition to the

City of Tulsa, Oklahoma, described as follows; Beginning at the Northwest

corner of said lot 6 running thence in a southerly direction along the

west line of said lot a distance of 12.8 feet, thence in an easterly direction

parallel with the south line of said lot 6 until it intersects the north line

of said lot. Thence due west along the north line of said lot 6 to place of beginning

also all of lot four (4) Block Two Hundred (200) of the City of Tulsa, Oklahoma except

the following portions; Commencing at the Northwest corner of said lot 4

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 of the second part, and to their heirs and assigns forever. And the said part of the first part

do hereby covenant and agree that at the delivery hereof they, the lawful owner of the premises

above granted, and seized of a good and indefensible 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 of the second part.

FIRST: Said Henry C. Green and Nellie E. Green, husband and wife, are

justly indebted unto the said part of the second part in the principal sum of

Dollars, in full of the United States of the present standard of weight and fineness,

being for a loan thereof made by the said part of the second part, to the said Henry C. Green and Nellie E. Green

and payable according to the tenor and effect of certain negotiable promissory note, numbered

delivered by the said Henry C. Green and Nellie E. Green, bearing date January 19, 1912, payable to the

order of said part of the second part, with interest thereon from date until maturity, at the rate of 8 per cent per annum, payable semi-annually on the

first day of July and January in each year, and 8 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 part of the second part.

SECOND: Said part 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 one 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 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 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 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 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 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 Dollars shall be added, which this mortgage also secures.

And that the said part of the first part, for said consideration, do hereby expressly waive an appraisement 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 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

Henry C. Green

Nellie E. Green

STATE OF OKLAHOMA, ss. Before me, Irine Hall a Notary Public in and for said County and State,

Tulsa County, on this 23 day of January, 1912, personally appeared

Henry C. Green and Nellie E. Green 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 May 8th 1915 (stat) Irine Hall

Notary Public

with the north line thence to the intersection of the south line of said

lot thence east along the south line of said lot 4 to the south east corner of

said lot 4. Thence in a northerly direction along the east line of said

lot 4 to the place of beginning