

SPECIAL REAL ESTATE MORTGAGE.

FROM STATE OF OKLAHOMA, } ss. This instrument was filed for record in my office
Tulsa County. }
 on the 12 day of June A. D. 1912 at 7
 o'clock 8 M., and duly recorded in Vol. HO Walker at page
 By Deputy, Fees, \$ (Seal)

This Indenture, Made this 12th day of June in the year of our Lord One Thousand Nine Hundred and
Twelve by and between L. E. Hogan of the County of Tulsa and State of Oklahoma, part y of the first part and
Eli Trimble part y of the second part.

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of Seven Hundred Fifty Dollars (\$750.00) Dollars, to him in hand paid, by the said part y of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm, unto said part y 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:

Lots Three (3) and Twelve (12) in Block
Nine (9) of the Oakdale Addition to the City
of Tulsa,

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 y of the second part, and to his heirs and assigns forever. And the said part y of the first part does hereby covenant and agree that at the delivery hereof, he 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 he will warrant and defend the same in the quiet and peaceable possession of said part y of the second part.

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

FIRST: Said L. E. Hogan justly indebted unto the said part y of the second part in the principal sum of Seven Hundred Fifty (\$750.00) Dollars, in full payment of the United States of the present standard of weight and measure, being for a loan thereof made by the said part y of the second part, to the said L. E. Hogan and payable according to the tenor and effect of one certain negotiable promissory note, numbered executed and delivered by the said L. E. Hogan bearing date June 12th 1912 payable to the order of said Eli Trimble year after date, at Tulsa, Okla with interest thereon from date until maturity at the rate of 8 per cent per annum, payable semi-annually on the 12th day of December and June 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

SECOND: Said part y 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 Twenty 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 y 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 y 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 y 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 y 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 \$10.00 and 10% of amount remaining due and unpaid Dollars shall be added, which this mortgage also secures.

And that the said part y of the first part, for said consideration, does 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 y of the first part has hereunto subscribed his name and affixed his seal on the day and year first above mentioned.

Executed and delivered in the presence of

L. E. Hogan

STATE OF OKLAHOMA, } ss. Before me, W. V. Biddison, Notary Public in and for said County and State,
Tulsa County. }
 on this 12th day of June 1912 personally appeared L. E. Hogan
 to me known to be the identical person 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.

My commission expires 11/22 1915

(Seal)

W. V. Biddison
Notary Public