

SPECIAL REAL ESTATE MORTGAGE.

42634

FROM

STATE OF OKLAHOMA,

County } ss.

This instrument was filed for record in my office
on the 17 day of July A. D. 1912 at 4:35
o'clock P. M., and duly recorded in Vol. of at page

By

Fees, \$

Deputy.

This Indenture, Made this 17th day of July in the year of our Lord One Thousand Nine Hundred and twelve by and between W. D. Woods and Mary Woods of the County of Tulsa and State of Oklahoma, part of the first part and Eli Trumble part of the second part.

WITNESSETH, That the said part of the first part, for and in consideration of the sum of Five hundred fifty and 00/100 Dollars, to them in hand paid, by the said part 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 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 fourteen (14) in Block One (1) in the Gurley-Hill addition to the City of Tulsa County of Tulsa State of Oklahoma, 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 of the second part, and to his heirs and assigns forever. And the said part of the first part do hereby covenant and agree that at the delivery hereof they will warrant and defend the same in the quiet and peaceable possession of said Eli Trumble the lawful owner of the premises 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 W. D. Woods and Mary Woods his wife justly indebted unto the said part of the second part in the principal sum of Five hundred fifty and 00/100 Dollars, in lawful money 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 W. D. Woods and Mary Woods his wife and payable according to the tenor and effect of one certain negotiable promissory note numbered 17th, executed and delivered by the said W. D. Woods and Mary Woods, bearing date July 17th, 1912, payable to the order of said Eli Trumble, one 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 17th day of January and July 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 Eli Trumble.

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 thousand 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 parties 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 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 ten dollars and an amount remaining unpaid 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 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 of the first part have hereunto subscribed their name and affixed their seal on the day and year first above mentioned.

Executed and delivered in the presence of

W. D. Woods
Mary Woods

STATE OF OKLAHOMA,

ss.

Before me,

Tulsa County,

on this 17th day of July 1912, personally appeared

W. D. Woods and Mary Woods

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

11/22 1913

(seal)

W. V. Biddison
Notary Public