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FROM

STATE OF OKLAHOMA,

Tulsa County, ss.

This instrument was filed for record in my office

on the 30 day of Jul A. D. 1912 at 3

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

(seal) H. C. Walkley Register of Deeds.

By Deputy.

Fees, \$

This Indenture, Made this 1st day of August in the year of our Lord One Thousand Nine Hundred and Twelve by and between Margaret C. Hughes and Richard K. Hughes, her husband of the County of Tulsa and State of Oklahoma, parties of the first part and Eli Trimble of the second part.

WITNESSETH That the said parties of the first part, for and in consideration of the sum of Fifteen hundred (\$1500) Dollars, to them in hand paid, by the said party 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 party 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 eight (8) in block two (2) of Kirkwood Place, an addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof

TO HAVE AND TO HOLD THE SAME, With all and singular, the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns forever. And the said parties 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 party of the second part.

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

FIRST: Said Margaret C. Hughes and Richard K. Hughes her husband are justly indebted unto the said party 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 party of the second part, to the said Margaret C. Hughes and Richard K. Hughes and payable according to the tenor and effect of a certain negotiable promissory note, numbered 1012, executed and delivered by the said parties of the first part, bearing date August 1st 1912, payable to the order of said Eli Trimble, one year after date, at Tulsa, Oklahoma, with interest thereon from date until maturity, at the rate of 8 per cent per annum, payable semi-annually on the 1st day of August and January 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 parties 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 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 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 parties 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 parties 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 parties 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, plus five per cent of the amount remaining unpaid. And that the said parties 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 seals on the day and year first above mentioned.

Executed and delivered in the presence of

J. M. Curtis  
A. M. Hassler

Margaret C. Hughes  
Richard K. Hughes

STATE OF OKLAHOMA, ss. Before me, On this 29th day of July A. D. 1912

County of Tulsa County, ss. in and for said County and State, personally appeared Margaret C. Hughes and Richard K. Hughes, described in and to me known to be the identical person who executed the within and

foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

In testimony whereof, I have hereunto set my hand and affixed my official seal at Tulsa, Oklahoma, this 29th day of July 1912. William E. Travis, My commission expires May 7th 1916. first above written (seal) Notary Public

State of Oklahoma, ss. Acknowledgment No. 2

County of Tulsa County, ss. Before me, Notary public, in and for said County and State, on this 29th day of July, 1912, personally appeared Richard K. Hughes, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed same as his free and voluntary act and deed, for the uses and purposes therein set forth.

My commission expires June 21st 1913 (seal) Phil C. Kramer Notary Public