

SPECIAL REAL ESTATE MORTGAGE.

# 43908.

FROM

STATE OF OKLAHOMA,

Pulaski

County.

ss.

This instrument was filed for record in my office

on the 7 day of Sep. A. D. 1912 at 11:20

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

(Seal)

H. C. Wallley

Register of Deeds.

By

Deputy.

Fees, \$

This Indenture, Made this 5<sup>th</sup> day of September in the year of our Lord One Thousand Nine Hundred and twelve by and between William A. Mc Dermott and Anna M. Mc Dermott his wife of the County of Pulaski and State of Oklahoma, part 1<sup>st</sup> of the first part and part 2<sup>nd</sup> of the second part.

WITNESSETH, That the said part 1<sup>st</sup> of the first part, for and in consideration of the sum of Fifty three hundred and no Dollars, to them in hand paid, by the said part 2<sup>nd</sup> 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 2<sup>nd</sup> 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 Pulaski and State of Oklahoma, to-wit:

Lot one (1) in Block one hundred eight (108) in the City of Tulsa, according to the official plat and the Government survey 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 2<sup>nd</sup> of the second part, and to her heirs and assigns forever. And the said part 1<sup>st</sup> of the first part do hereby covenant and agree that at the delivery hereof they will 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 2<sup>nd</sup> of the second part.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit:  
FIRST: Said William A. Mc Dermott and Anna M. Mc Dermott and Anna M. Mc Dermott justly indebted unto the said part 2<sup>nd</sup> of the second part in the principal sum of 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 2<sup>nd</sup> of the second part, to the said William A. Mc Dermott and Anna M. Mc Dermott and payable according to the tenor and effect of one certain negotiable promissory note numbered 1 executed and delivered by the said part 2<sup>nd</sup> of the second part bearing date September 5<sup>th</sup> 1912, payable to the order of said part 2<sup>nd</sup> of the second part five years after date, at Tulsa, Okla., with interest thereon from date until maturity, at the rate of 6 per cent per annum, payable semi-annually on the 5<sup>th</sup> day of March and September in each year, and 6 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 2<sup>nd</sup> of the second part.

SECOND: Said part 1<sup>st</sup> 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 Fifty three hundred and no 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 1<sup>st</sup> 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 6 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 1<sup>st</sup> 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 money herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said part 1<sup>st</sup> 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 1<sup>st</sup> 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 no Dollars shall be added, which this mortgage also secures. And that the said part 1<sup>st</sup> 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 part 1<sup>st</sup> of the first part hereunto subscribed their name and affixed their seal on the day and year first above mentioned.

Executed and delivered in the presence of

William A. Mc Dermott  
Anna M. Mc Dermott

STATE OF OKLAHOMA,

Pulaski

County.

ss.

Before me, a Notary Public

on this 10<sup>th</sup> day of September 1912

personally appeared

William A. Mc Dermott and Anna M. Mc Dermott his wife to me known to be the identical person 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 9 1915

J. W. Kinton  
Notary Public