

SPECIAL REAL ESTATE MORTGAGE.

#45796

FROM

STATE OF OKLAHOMA,

Tulsa County.

ss.

This instrument was filed for record in my office

on the 22 day of Nov A. D. 1912 at 4:55

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

By P. O. Smith Deputy.

Fees, \$

Register of Deeds.

This Indenture, Made this 21st day of November (1912) in the year of our Lord One Thousand Nine Hundred and Twelve by and between Kerse Hildebrandt and H. D. Hildebrandt of the County of Tulsa and State of Oklahoma, part 1st of the first part and Eli Trimble part 2nd of the second part.

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of Six Hundred and 00/100 Dollars, to them in hand paid, by the said part 2nd 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 1st 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 twenty-eight (28) twenty-nine (29) Thirty (30) Thirty-one (31) and Thirty-two (32) in Block numbered Five (5), in South Side Addition to the City of Tulsa, Tulsa County, Oklahoma.

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 1st of the second part, and to his heirs and assigns forever. And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they are 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 part 1st of the second part.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit:
FIRST: Said Kerse Hildebrandt and H. D. Hildebrandt are justly indebted unto the said part 2nd of the second part in the principal sum of Six Hundred and 00/100 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 2nd of the second part, to the said Kerse Hildebrandt and H. D. Hildebrandt and payable according to the tenor and effect of certain negotiable promissory note, executed and delivered by the said Kerse Hildebrandt and H. D. Hildebrandt bearing date November 21st 1912, payable to the order of said Eli Trimble, this years after date, at the First National Bank of Tulsa with interest thereon from date until maturity, at the rate of 8 per cent per annum, payable semi-annually on the 1st day of and in each year, and 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 Trimble.

SECOND: Said part 1st 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 Five 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 part 1st 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 1st 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 1st 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 1st 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 1st 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 1st of the first part hereunto subscribed their names and affixed their seal on the day and year first above mentioned.

Executed and delivered in the presence of

Witness of mark
Phil Kramer, Tulsa Okla
A. M. Hassler

Kerse Hildebrandt
H. D. Hildebrandt

STATE OF OKLAHOMA,

ss.

Before me, a Notary Public

in and for said County and State,

on this 21 day of November 1912 personally appeared Kerse Hildebrandt and H. D. Hildebrandt 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

June 21st 1913

(Seal)

Phil P. Kramer
Notary Public