COMPARED

SPECIAL REAL ESTATE MORTGAGE. # 47284

FROM	**STATE OF OKLAHOMA,** Tulsa County. } ss.
Sam H Kimmons	This instrument was filed for record in my office
Leontine Kimmons his wife	on the 9 day of Jan A. D. 1913 at 3
TO	o'clock P. M., and duly recorded in Vol. 39 of
W Barnard	at page 136
	Lewis Cline Register of Deeds.
	By Deputy.
	Fees, $ (Seal)

This Indenture, Made this 24 day of December in the year of our Lord One Thousand Nine Hundred and Twelve by and between Sam H Kimmons and Leontine E Kimmons his wife of the County of Tulsa and State of Oklahoma, parties of the first part and W Barnard party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Two Thousand & no/100 2000.00 Dollars, to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, has 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:

The Northerly Forty Five (45) Feet of Lot Four (4) in Block One Hundred and Seventy one (171) in the City of Tulsa Tulsa co Oklahoma Formerly Indian Territory according to the plat thereof on file

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 party 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 the lawful owner 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 the second part his 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 Sam H Kimmons and Leontine E Kimmons his wife justly indebted unto the said party of the second part in the principal sum of Two Thousand and no/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 party of the second part, to the said Sam H Kimmons + Leontine E Kimmons husband and payable according to the tenor and effect of 5 certain negotiable promissory notes numbered 105— executed and delivered by the said Sam H Kimmons + Leontine E Kimmons bearing date Dec 24 1912 payable to the order of said W Barnard Four # 5 years after date, at Home Savings Bank with interest thereon from date until maturity at the rate of 8 per cent per annum, payable semi-annually on the 24 day of June interest and December in each year, and principal per cent per annum after maturity, the installments of interest being further evidenced by interest coupons attached to said principal note as above set forth and of even date therewith and payable to the order of said at

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 seventeen 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 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 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 makers of said notes shall fail to pay the principal or interest of said notes 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 per cent on the amount shall be added, which this mortgage also secures. And that the said parties of the first part, for said consideration, do hereby expressly waive an appraisement 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

Sam H Kimmons
Leontine E Kimmons

STATE OF OKLAHOMA, Tulsa County. } ss.

Before me, Ralsa F Mosely a Notary Public in and for said County and State, on this 28 day of December 1912 personally appeared Sam H Kimmons and Leontine E Kimmons his wife 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.

Ralsa F Mosely
Notary public

My commission expires Jan 18 1915 (seal)