

# 47296

SPECIAL REAL ESTATE MORTGAGE

FROM  
C. B. Singleton and  
Iris Singleton his wife  
TO  
C. B. Hudson

STATE OF OKLAHOMA,  
Tulsa County, ss.  
This instrument was filed for record in my office  
on the 10 day of Jan A. D. 1913 at 8  
o'clock A. M., and duly recorded in Vol. of at page  
(Seal) Lewis Cline Register of Deeds.  
By Mary D. Oldham Deputy. (Seal)  
Fees, \$

This Indenture, Made this 7th day of January, in the year of our Lord One Thousand Nine Hundred and  
Thirteen by and between C. B. Singleton and Iris E. Singleton his wife  
of the County of Tulsa and State of Oklahoma, part of the first part and  
C. B. Hudson part of the second part.

WITNESSETH, That the said part of the first part, for and in consideration of the sum of  
Twelve Hundred Dollars, to them in hand paid, by the said part of  
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 their 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 Three (3) Block Twelve (12) Lindsey second  
addition to the city of Tulsa and according to  
the plat filed for record

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 their heirs and assigns forever. And the said part of the first part  
do hereby covenant and agree that at the delivery hereof 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 of the second part.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit:  
FIRST: Said C. B. Singleton and Iris E. Singleton his wife are  
justly indebted unto the said part of the second part in the principal sum of Twelve Hundred Dollars, in full 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 part of the first part, and  
and payable according to the tenor and effect of certain negotiable promissory note, numbered 2, executed and  
delivered by the said C. B. Singleton and Iris E. Singleton his wife, bearing date Jan 7, 1913, payable to the  
order of said C. B. Hudson, one year after date, at Tulsa, Okla.  
with interest thereon from date until maturity, at the rate of 10 per cent per annum, payable semi-annually on the day of  
being further evidenced by coupons attached to said principal note, and of even date therewith and payable  
to the order of said C. B. Hudson.

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 \$1300.00.  
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 of  
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 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 Fifty Dollars 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 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 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

C. B. Singleton (Seal)  
Iris E. Singleton (Seal)

STATE OF OKLAHOMA, ss. Before me, M. M. Quensserberg, Notary Public, in and for said County and State,  
Tulsa County, on this 7th day of January, 1913, personally appeared C. B. Singleton  
and wife Iris E. Singleton 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 Oct 4, 1913 (Seal)  
M. M. Quensserberg  
Notary Public

For value received, I acknowledge satisfaction and payment in full of the  
within mortgage, and same is hereby released.

C. B. Hudson  
Signed and acknowledged before me Jan 14, 1916

Lewis Cline  
COUNTY CLERK  
By D. M. Mower  
DEPUTY