#49242   COMPARED

SPECIAL REAL ESTATE MORTGAGE.   GEO. D. BARNARD & CO., ST. LOUIS

FROM	STATE OF OKLAHOMA, Tulsa County. ss.

This instrument was filed for record in my office on the 13 day of Mar. A. D. 19 13 at 5 o'clock P M., and duly recorded in Vol. 39 of _____ at page 140

(seal)   Lewis Cline _____ Register of Deeds.

By _____ Deputy.

TO   Fees, $ _____

This Indenture, Made this Thirteenth day of March in the year of our Lord One Thousand Nine Hundred and Thirteen by and between W B Stahl and Thora Stahl Husband and wife of the County of Tulsa and State of Oklahoma, parties of the first part and Lillian Banschbach part y of the second part.

WITNESSETH, That the said part ies of the first part, for and in consideration of the sum of One Thousand Five Hundred ($1500.00) Dollars, to them in hand paid, by the said part y of the second part, the receipt whereof is hereby acknowledged, ha ve granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto said part y 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 Tulsa and State of Oklahoma, to-wit:

The westerly Ninety (90) feet of the Northerly Seventy Three (73) feet of Lot Five (5) in Block One Hundred Fifty Eight (158) in the city of Tulsa according to the official plat and survey of said city and more particularly described as that part of said Lot Five (5) having a frontage of seventy Three (73) feet on Friscoe Avenue and a uniform width of seventy three (73) feet and having a frontage of ninety (90) feet on Sixth street and a uniform depth of Ninety (90) feet

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 y of the second part, and to her heirs and assigns forever. And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they the said parties of the first part are the lawful owner s 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 ies 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 W B Stahl and Thora Stahl Husband and wife parties of the first part are justly indebted unto the said part y of the second part in the principal sum of One Thousand Five Hundred ($1500.00) Dollars, in gold coin United States of the present standard of weight and fineness, being for a loan thereof made by the said part y of the second part, to the said W B Stahl and Thora Stahl and payable according to the tenor and effect of one (1) certain negotiable promissory note numbered executed and delivered by the said W B Stahl and Thora Stahl bearing date March 13th 19 13 payable to the order of said Lillian Banschbach, Five (5) years after date, at merchants & planters with interest thereon from date until maturity, at the rate of 8 per cent per annum, payable semi-annually on the 13th day of September and March 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 at

SECOND: Said part ies 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 One Thousand five 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 part ies 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 ies assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said part ies 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 ies of the first part agree that if the maker s 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 ies 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 and 10% of the amount involved Dollars shall be added, which this mortgage also secures.

And that the said part ies 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 is to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, The said part ies of the first part have hereunto subscribed their name s and affixed their seal s on the day and year first above mentioned.

Executed and delivered in the presence of

       W B Stahl
       Thora Stahl

STATE OF OKLAHOMA, Tulsa County. ss.

Before me, a notary public in and for said County and State, on this 13 day of March 19 13 personally appeared W B Stahl and Thora Stahl Husband and wife to me known to be the identical person s 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 11-27 19 15 (seal)

       Percy Collins
       Notary Public