

SPECIAL REAL ESTATE MORTGAGE.

FROM } STATE OF OKLAHOMA, } ss.
 } Tulsa County. } This instrument was filed for record in my office
 } on the 1st day of April, A. D. 1913, at 11 1/2
 } o'clock A. M., and duly recorded in Vol. _____ of _____ at page _____
TO }
 } (Seal) Louis Chire Register of Deeds.
By } Deputy.
 } Fees, \$ _____

This Indenture, Made this 1st day of April in the year of our Lord One Thousand Nine Hundred and
thirteen by and between C. Fred Yeager and Kate Yeager his wife
of the County of Tulsa and State of Oklahoma, part 1st of the first part and
part 2^d of the second part.

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of
Two Thousand and 200/100 Dollars, to them in hand paid, by the said part 2^d
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 1st of the second part, and to his heirs and assigns, forever, all of the following described tract, to-wit: piece 5, or parcel 5, of land lying and situate
in the County of Tulsa and State of Oklahoma, to-wit:

Lots five (5) and six (6) in Block Three (3) Fred
Yeager addition to Tulsa I. O. m. Tulsa State of Oklahoma
according to recorded plat 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 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 were 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 1st of the second part.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit:
FIRST: Said C. Fred Yeager and Kate Yeager his wife are
justly indebted unto the said part 1st of the second part in the principal sum of \$3,000.00

being for a loan thereof made by the said part 1st of the second part, to the said C. Fred Yeager and Kate Yeager his wife
and payable according to the tenor and effect of one certain negotiable promissory note, numbered 1913, executed and
delivered by the said C. Fred Yeager and Kate Yeager his wife bearing date April 1st 1913, payable to the
order of said H. Barnard, five years after date, at State Savings Bank
with interest thereon from date until maturity, at the rate of 8 per cent per annum, payable semi-annually on the 1st day of
October and April in each year, and 7 per cent per annum after maturity, the installments of interest
being further evidenced by coupons attached to said principal note.

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 \$5,000.00.
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 1st
of the first part, the holder hereof may pay the same, and this mortgage shall be secured also for such payments, with interest thereon at the rate of 12 per cent per
annum and the first part shall 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 ten per cent of the amount of this note 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 appraisalment 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 have hereunto subscribed their names and affixed their seals on the day
and year first above mentioned.

Executed and delivered in the presence of
C. Fred Yeager
Kate Yeager

STATE OF OKLAHOMA, } ss. Before me, Percy Collins a Notary Public in and for said County and State,
Tulsa County. } on this 1st day of April 1913 personally appeared C. Fred
Yeager and Kate Yeager, 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 11-27-1915
Percy Collins
Notary Public

The interest if not paid when due to become as principal & bear the same rate of interest