142 # 49886 CONFARED

SPECIAL REAL ESTATE MORTGAGE. GEO. B. SIMMONS & CO., ST. LOUIS

In Witness Whereof, The said Mortgagee has hereunto set his hand this First day of April 1913 Executed in the presence of H. F. Randolph.

STATE OF OKLAHOMA, } ss.
County.

This instrument was filed for record in my office on the 2 day of April A. D. 1913 at 4 o'clock P. M., and duly recorded in Vol. ___ of ___ at page ___

Lewis Clark Register of Deeds.

By ___ (Seal) Deputy.

Fees, $ ___

This Indenture, Made this First day of April in the year of our Lord One Thousand Nine Hundred and Thirteen, by and between Mac Campbell Benkirk and Grand Benkirk his husband of the County of Tulsa and State of Oklahoma, parties of the first part and H. F. Randolph party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Twenty four hundred fifty ($2450.00) Dollars, to them in hand paid, by the said party 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 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:

Lots Eleven (11), twelve (12) and thirteen (13) in Block three (3) of the South side addition to the City of Tulsa, Oklahoma according to the duly recorded plat of said Addition

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 parties 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 party of 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 Mac Campbell Benkirk and Grand Benkirk his husband are justly indebted unto the said party of the second part in the principal sum of Twenty four hundred fifty ($2450.00) 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 Mac Campbell Benkirk and Grand Benkirk and payable according to the tenor and effect of ~~Ninety eight~~ certain negotiable promissory note~~s~~ numbered ~~Second series~~ executed and delivered by the said ~~Second series~~ bearing date April 1st 1913 ~~payable to the order of said~~ ~~years after date, at~~ ~~with interest thereon from date until maturity, at the rate of per cent per annum, payable semi-annually on the 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 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 Fifteen 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 ~~10~~ 8 per cent per annum and the first parties 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 Dollars and 10% of the amount unpaid Dollars 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 name and affixed their seal on the day and year first above mentioned.

Executed and delivered in the presence of

Mac Campbell Benkirk
Grand Benkirk

STATE OF OKLAHOMA, } ss.
Tulsa County.

Before me, a Notary Public in and for said County and State, on this First (1st) day of April, 1913 personally appeared Mac Campbell Benkirk and Grand Benkirk his husband 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.

(Seal)

My commission expires February 7 1914.

Jess Stackhouse
Notary Public.

(Assignment)

Know all men by These Presents that H. F. Randolph of Tulsa, Tulsa County in the State of Oklahoma the within named mortgagee in consideration of the sum of one dollar and other valuable considerations to him in hand paid the receipt whereof is hereby acknowledged does hereby sell assign transfer set over and convey unto Elizabeth Bauschbach, heirs and assigns the within mortgage deed the real estate conveyed, and the promissory notes, debts and claims thereby secured, and covenants therein contained, which mortgage is recorded in the office of the Register of Deeds of said Tulsa County. To have and to hold the same forever. Subject nevertheless to the conditions therein contained

I agree to the same $25 - each, amounting to $75 - in case of default in payment of any of said notes or interest when due, before 30 days from and after the same shall become payable as in said notes provided, I agree to pay said notes, principal and interest, at the rate of Thirty (30) Dollars per hundred, payable annually, as liquidated damages, and not as a penalty, and this mortgage shall stand as security for the payment thereof, and may be foreclosed for the same. Witness my hand this 1st day of April 1913.