

#52309

COMPARISON

149

SPECIAL REAL ESTATE MORTGAGE.

FROM _____

TO _____

STATE OF OKLAHOMA, } ss. This instrument was filed for record in my office
Tulsa County. }
 on the 23 day of June A. D. 1913 at 4:55
 o'clock P M., and duly recorded in Vol. _____ of _____ at page _____
 By (seal) Lewis C. Bine Register of Deeds.
 Deputy.
 Fees, \$ _____

This Indenture, Made this 23rd day of June in the year of our Lord One Thousand Nine Hundred and
Thirteen by and between J. W. Ellis & Ethel B. Ellis his wife
 of the County of Tulsa and State of Oklahoma, parties of the first part and
H. C. C. Beugeler part of the second part.
 WITNESSETH, That the said part of the first part, for and in consideration of the sum of _____
Four Hundred Dollars, to them in hand paid, by the said part
 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 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:

West one half (1/2) of the south-west quarter
of the North-west quarter and
East one half of the North-west quarter
of the North-west quarter in section
Thirteen (13) Township Twenty (20) North
Range Thirteen (13) East in Tulsa Co
containing 40 acres more or less

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

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit:
 FIRST: Said J. W. Ellis & wife Ethel B. Ellis
 justly indebted unto the said part of the second part in the principal sum of Four Hundred
 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 part of the second part, to the said parties of the first part
 and payable according to the tenor and effect of a certain negotiable promissory note numbered _____ executed and
 delivered by the said parties of the first part bearing date June 23 1913, payable to the
 order of said H. C. C. Beugeler years after date, at Tulsa Okla
 with interest thereon from date until maturity, at the rate of 9 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 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 _____
 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 securely 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 Twenty 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

J. W. Ellis
Ethel B. Ellis

STATE OF OKLAHOMA, } ss. Before me, a Notary Public in and for said County and State,
Tulsa County. }
 on this 23rd day of June 1913 personally appeared
J. W. Ellis and Ethel B. Ellis 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) Paul Clinton
 My commission expires Feb 15 1917.