

154 #53846

COMPARED

SPECIAL REAL ESTATE MORTGAGE.

SPECIAL REAL ESTATE MORTGAGE.

FROM

STATE OF OKLAHOMA,

Fulda County, ss.

This instrument was filed for record in my office on the 19 day of August, A. D. 1913, at 9:12 o'clock P. M., and duly recorded in Vol. of at page.

By Louis Chire Register of Deeds, Deputy.

Fees, \$

This Indenture, Made this 16th day of August in the year of our Lord One Thousand Nine Hundred and thirteen by and between Theresa M. Freymuth and P. E. Freymuth, her husband of the County of Fulda and State of Oklahoma, part 1st of the first part and 2nd of the second part. Mrs. A. Ruthely, of Okmulgee, Mo.

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of one thousand and no/100 (\$1000.00) Dollars, to them in hand paid, by the said part 2nd of the second part, the receipt whereof is hereby acknowledged, he she granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto said part 2nd 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 Fulda and State of Oklahoma, to-wit:

all of Lot Three (3) in Block Three (3) in the Hodge addition to the City of Fulda, Oklahoma, as shown by the 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 2nd 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 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 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 Theresa M. Freymuth and P. E. Freymuth, are justly indebted unto the said part 1st of the second part in the principal sum of one thousand and no/100 (\$1000.00) 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 part 2nd of the second part, to the said Theresa M. Freymuth and P. E. Freymuth, and payable according to the tenor and effect of certain negotiable promissory note numbered August 16, 1913 executed and delivered by the said Theresa M. Freymuth and P. E. Freymuth bearing date August 16, 1913 payable to the order of said Mrs. A. Ruthely, of Okmulgee, Mo. five (5) years after date, at Bank of Oklahoma with interest thereon from date until maturity at the rate of 8 per cent per annum, payable semi-annually on the 1st day of August and February in each year, and 8 per cent per annum after maturity, the installments of interest being further evidenced by ten (10) coupons attached to said principal note of \$20.00 each and of every date therewith and payable to the order of said Mrs. A. Ruthely at Bank of Oklahoma, Mo.

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 one thousand (\$1000) 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 security also for such payments, with interest thereon at the rate of 8 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 one hundred (\$100) Dollars 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 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 1st 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

+ Theresa M. Freymuth
+ P. E. Freymuth

STATE OF OKLAHOMA, ss.

Before me,

a Notary Public

in and for said County and State,

Fulda County on this 16 day of August 19 13 personally appeared Theresa M. Freymuth and P. E. Freymuth 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 Nov. 14th 19 13 (Seal)

Mrs. J. J. Freymuth
Notary Public