

SPECIAL REAL ESTATE MORTGAGE.

FROM STATE OF OKLAHOMA,
Tulsa County. } ss. This instrument was filed for record in my office
on the 24 day of May A. D. 1914 at 2:30
o'clock P M., and duly recorded in Vol. (Spec) of Louis Collier at page
By Deputy.
Fees, \$

This Indenture, Made this 24th day of May in the year of our Lord One Thousand Nine Hundred and
Fourteen by and between Mary K Downing of the County of Tulsa and State of Oklahoma, part 1 of the first part and
H C C Zeigler part 2 of the second part.

WITNESSETH, That the said part 1 of the first part, for and in consideration of the sum of Twenty Three Hundred Dollars, to her in hand paid, by the said part
of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm,
unto said part 2 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:

all of Lot 5 (V) in Block 120
(2) in the Friend Gillette addition to
Tulsa Okla according to 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 2 of the second part, and to her heirs and assigns forever. And the said part 1 of the first part
do hereby covenant and agree that at the delivery hereof she is 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 she will warrant and defend the
same in the quiet and peaceable possession of said part 2 of the second part.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit:
FIRST: Said Mary K Downing is
justly indebted unto the said part 2 of the second part in the principal sum of Twenty Three Hundred
Dollars, in gold coin of the United States of the present standard of weight and fineness,
for a loan thereof made by the said part 2 of the second part, to the said Mary K Downing
and payable according to the tenor and effect of a certain negotiable promissory note, numbered , executed and
delivered by the said Mary K Downing bearing date May 24 1914, payable to the
order of said H C C Zeigler any month after date, at Tulsa Okla
with interest thereon from date until maturity, at the rate of 8 per cent per annum, payable semi-annually on the day of
 and per cent per annum after maturity, the installments of interest
being further evidenced by coupons attached to said principal note. at and of even date therewith and payable
to the order of said

SECOND: Said part 2 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 Two Thousand
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 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 assumes all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said part 2 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 2 of the first part agree to 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 2 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 Eighty Dollars shall be added, which this mortgage also secures.

And that the said part 2 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 part 2 of the first part has hereunto subscribed her name and affixed her seal on the day
and year first above mentioned.

Executed and delivered in the presence of

Mary K Downing

STATE OF OKLAHOMA, } ss. Before me, a Notary public in and for said County and State,
Tulsa County. } on this Twenty-sixth day of May 1914, personally appeared Mary K Downing
Downing and to me known to be the identical person who executed the within and
foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Oct - 14 1917

Notary Public

TREASURER'S ENDORSEMENT

I hereby certify that I received
\$ 2300 and issued Receipt No. 1322
therefor in payment of mortgage tax on the
within mortgage.
Dated this 24th day of May 1914
John T. Brewer
County Treasurer

John T. Brewer