

SPECIAL REAL ESTATE MORTGAGE.

I, THE COUNTY TREASURER OF

County of Tulsa, State of Oklahoma, do hereby certify that I received

\$1.00 of the mortgage tax on the

within the County of Tulsa, State of Oklahoma, on the

Dated this 23 day of July, 1914

John J. Kresner

County Treasurer

By L. H. McArthur

STATE OF OKLAHOMA,

Tulsa County, ss.

on the 23 day of July, A. D. 1914, at 9

o'clock A. M., and duly recorded in Vol. of at page

(real) Lewis Kelsie Register of Deeds.

By Deputy.

Fees, \$

This Indenture, Made this 6th day of July, in the year of our Lord One Thousand Nine Hundred and

Fourteen, by and between J. M. & J. C. Turner

of the County of Tulsa and State of Oklahoma, part of the first part and

Hart Park Company, Wichita Falls, part of the second part.

WITNESSETH, That the said part of the first part, for and in consideration of the sum of Eight Hundred

Eight & 2/10 Dollars, to them in hand paid, by the said part of

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 their 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 (13) Thirteen in Block (4) Four

with four room house barn etc in North

Moreland Addition to the city of Tulsa Okla

Tulsa Co

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 their heirs and assigns forever. And the said part of the first part do hereby covenant and agree that at the delivery thereof 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 part of the first part is justly indebted unto the said part of the second part in the principal sum of Eight Hundred Four & 2/10

Dollars, in full 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 part of the first part, certain negotiable promissory note, numbered 1014, executed and

delivered by the said part of the first part, to the said part of the second part, bearing date July 6, 1914, payable to the

order of said part of the second part, 9 days & 3/4 days after date, at Tulsa

with interest thereon from date until maturity, at the rate of 8 per cent per annum, payable semi-annually on the 1st day of

July and 10 per cent per annum after maturity, the installments of interest to be paid on every date thereafter and payable

to the order of said part of the second part.

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 Two 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 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 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 five 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 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 of the first part have hereunto subscribed their names and affixed their seal on the day

and year first above mentioned.

Executed and delivered in the presence of

Lee Ahlstrom

J. P. Byrd, Jr.

STATE OF OKLAHOMA, ss.

Tulsa County.

Turner

Before me, J. P. Byrd Jr. in and for said County and State,

on this 6th day of July, 1914, personally appeared J. M.

Turner and J. C. Turner to me known to be the identical persons 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 28 1917

(real) J. P. Byrd Jr. Notary Public