

FROM } STATE OF OKLAHOMA, } ss.  
 Tulsa County } This instrument was filed for record in my office  
 on the 18 day of March A. D. 1912 at 9:35  
 o'clock A. M., and duly recorded in Vol. of at page  
 (222) Tulsa County Clerk Register of Deeds.  
 By W. B. Weaver Deputy.  
 Fees, \$

This Indenture, Made this 12<sup>th</sup> day of March in the year of our Lord One Thousand Nine Hundred and  
 Fifteen by and between John J. English and Margaret English Husband and wife  
 of the County of Tulsa and State of Oklahoma, parties of the first part and  
 Percy Collins part of the second part.

WITNESSETH, That the said part of the first part, for and in consideration of the sum of  
 Eight Hundred + 00/100 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 his heirs and assigns, forever, all of the following described tract, a piece or parcels of land lying and situate  
 in the County of Tulsa and State of Oklahoma, to-wit:

Lots Six (6) and Seven (7) Block Seven (7)

Bellevue Addition to the City of Tulsa Tulsa Co

Oklahoma 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 of the second part, and to his heirs and assigns forever. And the said part of the first part  
 do hereby covenant and agree that at the delivery hereof they were the lawful owners of the premises  
 above granted, and seized of a good and indefensible 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 John J. English and Margaret English and  
 justly indebted unto the said part of the second part in the principal sum of Eight Hundred + 00/100

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 John J. English and Margaret English  
 and payable according to the tenor and effect of certain negotiable promissory note, numbered 102, executed and  
 delivered by said John J. English and Margaret English bearing date March 12<sup>th</sup> 1912, payable to the  
 order of said Percy Collins for 102 years after date, at 15% per cent per annum, with interest thereon from date until maturity, at the rate of 8% per cent per annum, payable semi-annually on the 15<sup>th</sup> day of  
 with interest thereon from date until maturity, at the rate of 8% per cent per annum, payable semi-annually on the 15<sup>th</sup> day of  
 being further evidenced by coupons attached to said principal note, and of even date therewith and payable  
 to the order of said

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 \$2,000.00  
 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 8% per cent per  
 annum and the first part assume all responsibility of proofs and costs 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 10% on amount of said note 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 names and affixed their seals on the day  
 and year first above mentioned.

Executed and delivered in the presence of

John J. English  
 Margaret English

STATE OF OKLAHOMA, } ss.  
 Tulsa County } Before me, Jack A. Porter a Notary Public in and for said County and State,  
 on this 17 day of March 1912 personally appeared John J.  
 English and Margaret English his wife 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 February 10<sup>th</sup> 1912 (seal) Jack A. Porter Notary Public

#### TREASURER'S ENDORSEMENT

I hereby certify that I received

\$ 800.00 and issued Receipt No. 2575

therefor in payment of mortgage tax on the

within mortgage.

Dated this 18 day of March 1912

John J. Kramer  
 County Treasurer.

By Carmichael Deputy