

SPECIAL REAL ESTATE MORTGAGE.

# 69192 COMPARED

FROM STATE OF OKLAHOMA, } ss.  
 Tulsa County. } This instrument was filed for record in my office  
 on the 2 day of Apr A. D. 1915 at 2:40  
 o'clock P. M., and duly recorded in Vol. of at page  
 (Seal) Lewis Collins County Clerk  
 By W. E. Brown Deputy.  
 Fees, \$

This Indenture, Made this 2nd day of March in the year of our Lord One Thousand Nine Hundred and  
 Fifteen (1915) by and between J. H. Coud and Ida E. Coud his wife  
 of the County of Tulsa and State of Oklahoma, parties of the first part and  
 W. E. Brown party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of  
 Fifteen Hundred and Twenty Five (\$1575) Dollars, to them in hand paid, by the said party 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 party 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 Tulsa and State of Oklahoma, to-wit:

Lots numbered Five (5) and Six (6) in Block Eleven (11) Berry

Addition to the city of Tulsa according to the official plat thereof

## TREASURER'S ENDORSEMENT

I hereby certify that I received  
 \$ 96.00 and issued Receipt No. 2462  
 therefor in payment of mortgage tax on the  
 within mortgage.

Dated this 2 day of April 1915

John J. Kramer  
 H. L. Day County Treasurer.

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 party of the second part, and to his heirs and assigns forever. And the said party of the first part  
 do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 party of the second part.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit:  
 FIRST: Said parties of the first part are  
 justly indebted unto the said party of the second part in the principal sum of Fifteen Hundred and Twenty Five (\$1575) dollars  
 being for a loan thereof made by the said party of the second part, to the said parties of the first part  
 and payable according to the tenor and effect of certain negotiable promissory note, numbered 12-115, executed and  
 delivered by the said parties of the first part bearing date March 12th 1915 payable to the  
 order of said second party on or before three years 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  
 March and September in each year, and 10 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 W. E. Brown at National Bank of Commerce

SECOND: Said parties 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 Fifteen 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 party 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 party shall assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said parties 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, and any installment thereof

FIFTH: Said parties 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 parties 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 Ten per cent shall be added, which this mortgage also secures.  
 And that the said parties 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 parties 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

Ralph J. Barlick

J. H. Coud  
 Ida E. Coud

STATE OF OKLAHOMA, } ss.  
 Tulsa County. } Before me, A Notary Public  
 on this 19th day of March 1915 personally appeared J. H. Coud  
 and Ida E. Coud his wife 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.  
 My commission expires December 9, 1918.  
 (Seal) Ralph J. Barlick

Tulsa Oklahoma B. 575 of said principal to be paid  
 in monthly installments of \$20.00 or payable  
 on 12th day of each and every month until  
 paid beginning April 12th 1915