

SPECIAL REAL ESTATE MORTGAGE.

lawful money

FROM STATE OF OKLAHOMA,
Tulsa County, ss. This instrument was filed for record in my office
on the 20 day of July A. D. 1916 at 4:10
TO o'clock 2 M., and duly recorded in Vol. _____ of _____ at page _____
(Seal) H. C. Mackley Register of Deeds.
By _____ Deputy.
Fees, \$ _____

This Indenture, Made this 20th day of July in the year of our Lord One Thousand Nine Hundred and
eight (1908) by and between Lulu Sutz and H. C. Sutz wife and husband
of the County of Tulsa and State of Oklahoma, part 1st of the first part and
H. C. Johnston part 2nd of the second part.

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of _____ Dollars, to Lulu Sutz in hand paid, by the said part 2nd
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 1st of the second part, and to the Johnston 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 one (1) and the north five (5) feet of lot two (2) in
Block twenty-five (25) in the second addition to the City of Tulsa
Oklahoma as is shown by the amended 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 1st of the second part, and to the Johnston 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 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 _____ will warrant and defend the
same in the quiet and peaceable possession of said _____ the second part him
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 Lulu Sutz and H. C. Sutz wife and husband are
justly indebted unto the said part 1st of the second part in the principal sum of _____ 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 1st of the second part, to the said Lulu Sutz and H. C. Sutz
and payable according to the tenor and effect of _____ certain negotiable promissory note _____ numbered _____ executed and
delivered by the said Lulu Sutz and H. C. Sutz bearing date July 20th 1916 payable to the
order of said H. C. Johnston of six months after date, at Tulsa, Okla.
with interest thereon from date until maturity, at the rate of _____ per cent per annum, payable semi-annually on the _____ day of
January 1917 and _____ in each year, and _____ per cent per annum after maturity, the installments of interest
being further evidenced by _____ coupons attached to said principal note _____ at Tulsa, Okla.
to the order of said H. C. Johnston

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 _____ 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 10 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 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 _____ 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 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 1st 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

Lulu Sutz
H. C. Sutz

STATE OF OKLAHOMA, } ss. Before me, H. C. Greenman a Notary Public in and for said County and State,
Tulsa County, on this 20th day of July 1916 personally appeared
Lulu Sutz and H. C. Sutz 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 Sept 27 1916 (Seal)

H. C. Greenman
Notary Public

For value received, I acknowledge satisfaction and payment in full of the
within mortgage, and same is hereby released.

Signed and acknowledged before me Sept 2 1916

Clara Chis
COUNTY CLERK
By H. C. Mackley
DEPUTY