

82818 COMPARED

171

SPECIAL REAL ESTATE MORTGAGE.

FROM
TREASURER'S ENDORSEMENT
I hereby certify that I received
\$ 40.00 and issued Receipt No. 5258
therefor in payment of mortgage tax on the
within mortgage.
Dated this 29 day of July 1916
Ed Dalton
County Treasurer of
Marathon

STATE OF OKLAHOMA,
Tulsa County, } ss.
on the 29 day of July A. D. 1916 at 2:15
o'clock P M., and duly recorded in Vol. 39 of 171 at page 181
(seal) James Olin County Clerk
By W. Guenier Deputy.
Fees, \$

This Indenture, Made this 15 day of July in the year of our Lord One Thousand Nine Hundred and
thirteen by and between C. O. Copsey and Josephine Copsey his wife
of the County of Tulsa and State of Oklahoma, parties of the first part and
Laura P. Matthews part of the second part.
WITNESSETH, That the said part of the first part, for and in consideration of the sum of one
thousand + no/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 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:

Lot Two (2) Block Three (3) Lindsey
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 her heirs and assigns forever. And the said part of the first part
do hereby covenant and agree that at the delivery hereof they will the lawful owner 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
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 C. O. Copsey and Josephine Copsey his wife
justly indebted unto the said part of the second part in the principal sum of one thousand + no/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 C. O. Copsey and Josephine Copsey
and payable according to the tenor and effect of one certain negotiable promissory note, numbered 1511 executed and
delivered by the said C. O. Copsey and Josephine Copsey bearing date July 15 1916 payable to the
order of said Laura P. Matthews years after date, at Bank of Commerce
with interest thereon from date until paid, at the rate of 8 per cent per annum, payable semi-annually on the 1st day of
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 and of even date therewith and payable
to the order of said the interest not paid when due to become as principal + bear the same rate of interest

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 one 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
of the first part, the holder hereof may pay the same, and this mortgage shall be securely 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 10 % on the amount of the 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, hereunto subscribed their names and affixed their seal on the day
and year first above mentioned.

Executed and delivered in the presence of

C. O. Copsey
Josephine Copsey

STATE OF OKLAHOMA, } ss.
Tulsa County, }
Before me, Percy Collins a Notary Public in and for said County and State,
on this 28 day of July 1916 personally appeared
C. O. Copsey and Josephine Copsey 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 Nov 11 1917

(seal) Percy Collins
Notary Public