176 #104486

SPECIAL REAL ESTATE MORTGAGE.

SIG. O. BARNARD & CO., ST. LOUIS

FROM

TO

STATE OF OKLAHOMA, } ss.
Tulsa County.

This instrument was filed for record in my office on the 21 day of Nov A. D. 1917 at 4 o'clock P M., and duly recorded in Vol. 39 of Mtg at page 176

(Seal) Lewis Cline County Clerk
Register of Deeds.

By A Sweeney Deputy.

Fees, $

This Indenture, Made this 29th day of September in the year of our Lord One Thousand Nine Hundred and seventeen by and between P L Price and Minnie Price his wife of the County of Tulsa and State of Oklahoma, parties of the first part and Kansas City Life Insurance Company a Missouri Corporation part y of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Five Thousand and no/100 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 its successors ~~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 Twenty Two (22) and six (6) inches off of the South side of Lot Twenty Three (23) in Block Eighty Nine (89) Tulsa Oklahoma

This mortgage and the note secured hereby are given to renew and extend the time of payment of a certain note and mortgage between the same parties as hereto dated July 11th 1909 in the sum of Four Thousand ($4000.00) Dollars which indebtedness is merged in and is a part of the indebtedness included in the note hereinafter described which is given in lieu thereof said previous mortgage being recorded in volume 57 Page 50 of the mortgage records of Tulsa County Oklahoma

TREASURER'S ENDORSEMENT.
I hereby certify that I received $5.00 and issued receipt No. 9191 therefor in payment of mortgage tax on the within mortgage.
Dated this 22 day of Nov 1917
Ed Walton
COUNTY TREASURER
Jow

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 its successors ~~heirs~~ and assigns forever. And the said parties 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 its successors ~~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 P L Price and Minnie Price his wife are justly indebted unto the said party of the second part in the principal sum of Five Thousand and 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 party of the second part, to the said first parties and payable according to the tenor and effect of one certain negotiable promissory note numbered executed and delivered by the said parties of the first part bearing date September 29th 1917 payable to the order of said Kansas City Life Insurance Company on October 1st 1922 years after date, at Kansas City Missouri with interest thereon, from date until maturity, at the rate of Six per cent per annum, payable semi-annually on the first day of April and October in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by ten coupons attached to said principal note and of even date therewith and payable to the ~~order of~~ said Kansas City Life Insurance Company or bearer at its principal office in Kansas City Missouri

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 Five Thousand and no/100 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 10 per cent per annum and the first parties 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.

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 Five Hundred and no/100 Dollars 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 appraisement 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 seals on the day and year first above mentioned.

Executed and delivered in the presence of

P L Price
Minnie Price

STATE OF OKLAHOMA, } ss.
Tulsa County.

Before me, E G Cunningham a Notary Public in and for said County and State, on this 15th day of November 1917 personally appeared P L Price and Minnie Price 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.

(Seal) E G Cunningham
Notary Public

My commission expires Sep 11 1917