

SPECIAL REAL ESTATE MORTGAGE.

720102-221

FROM

STATE OF OKLAHOMA,

County. } ss.

TO

This instrument was filed for record in my office
on the 8 day of December A. D. 1917 at 11:43
o'clock A. M., and duly recorded in Vol. _____ of _____ at page _____
By O. G. Weaver Sal Lewis Cline County Clerk Register of Deeds.
Deputy.
Fees, \$ _____

This Indenture, Made this First day of December in the year of our Lord One Thousand Nine Hundred and
by and between Amelia Wilbanks single and unmarried
L. C. Kimberlin of the County of Tulsa and State of Oklahoma, part 1 of the first part and
part 2 of the second part.
WITNESSETH, That the said part 1 of the first part, for and in consideration of the sum of L. C. Kimberlin
Dollars, to _____ in hand paid, by the said party
of the second part, the receipt whereof is hereby acknowledged, has _____ granted, bargained and sold, and by these presents does _____ grant, bargain, sell, convey and confirm,
unto said part 1 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 _____ and State of Oklahoma, to-wit:

Lot twentythree (23) and twenty four (24)
in block three (3) in Orchard addition to
the city of Tulsa Oklahoma, according to
the recorded plat thereof

TO HAVE AND TO HOLD THE SAME, With all and singular, the tenements, hereinafter 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 1 of the first part
do hereby covenant and agree that at the delivery hereof _____ the lawful owner _____ 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.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit:

FIRST: Said Amelia Wilbanks
justly indebted unto the said part 1 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 _____ of the second part, to the said Amelia Wilbanks
and payable according to the tenor and effect of _____ certain negotiable promissory note _____ executed and
delivered by the said Amelia Wilbanks bearing date December 1st 1917 payable to the
order of said Amelia Wilbanks with interest at the rate of 8 per cent per annum payable semi-annually on the first day of
with interest thereon from date until maturity, at the rate of _____ per cent per annum, payable semi-annually on the _____ day of
each month 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 L. C. Kimberlin at First National Bank Tulsa Oklahoma

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 _____
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 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 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 _____ 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 _____ has _____ name _____ and affixed _____ seal _____ on the day
and year first above mentioned.

Executed and delivered in the presence of

Amelia Wilbanks

STATE OF OKLAHOMA, } ss.

Tulsa County
Amelia Wilbanks

Before me,

D. G. Elliott a Notary Public in and for said County and State,
on this First day of December 1917 personally appeared _____

to me known to be the identical person _____ who executed the within and
foregoing instrument, and acknowledged to me that she _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires

June 24 1919

D. G. Elliott
Notary Public