

FROM

STATE OF OKLAHOMA,

Julesa County, } ss.

This instrument was filed for record in my office

on the 3 day of Jan A. D. 1918 at 10

o'clock A. M., and duly recorded in Vol. 139 of at page 179

(here) Lewis Cline Register of Deeds.

By O. S. Weaver Deputy County Clerk.

Fees, \$

This Indenture, Made this 24 day of December in the year of our Lord One Thousand Nine Hundred and Seventeen by and between Sam H. Kimmons and Leontine E. Kimmons his wife of the County of Julesa and State of Oklahoma, part 1st of the first part and W. Barnard party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Twenty Five Hundred and no/100 (\$2500.00) 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 Julesa and State of Oklahoma, to-wit:

The Northerly Forty Five (45) Feet of Lot Four (4) Block one Hundred Seventy one (171) City of Julesa, Julesa Co. Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT.

I hereby certify that I received \$250.00 and issued Receipt No. 9518 therefor in payment of mortgage tax on the within mortgage. Dated this 3 day of Jan, 1918. Ed. Dalton.

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 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 party of the second part.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit: FIRST: Said Sam H. Kimmons and Leontine E. Kimmons are justly indebted unto the said party of the second part in the principal sum of Twenty Five Hundred and no/100 (\$2500.00) 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 Sam H. Kimmons and Leontine E. Kimmons, and payable according to the tenor and effect of certain negotiable promissory note, numbered 105, executed and delivered by the said Sam H. Kimmons and Leontine E. Kimmons, bearing date Dec 24 1917, payable to the order of said W. Barnard, on note for \$2500.00 due one year, three months after date, at 8 per cent per annum, with interest thereon from date until maturity, at the rate of 8 per cent per annum, payable semi-annually on the 1st day of June and December, and coupons attached to said principal note, and of even date therewith and payable to the order of said party of the second part.

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 Two 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 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 party of the first part 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 ten dollars and 10 per cent of amount recovered 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

Sam H. Kimmons

Leontine E. Kimmons

STATE OF OKLAHOMA, } ss.

Before me, Percy Collins a Notary Public in and for said County and State,

Julesa County, on this 31 day of Dec 1917 personally appeared

Sam H. Kimmons and Leontine E. Kimmons 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 11-11-1919

(Seal)

Percy Collins
Notary Public