

SPECIAL REAL ESTATE MORTGAGE.

Lawful Money

FROM
Katie G. Lee and
O. D. Lee
 TO

STATE OF OKLAHOMA,
Gulosa County, } ss.

This instrument was filed for record in my office
 on the *29* day of *Aug*, A. D. 19*08* at *9:30*
 o'clock *A.* M., and duly recorded in Vol. *370* of *mg.* at page *25*.
 (seal) *H. C. Walkey* Register of Deeds.

Lee Clinton

By _____ Deputy.
 Fees, \$ _____

This Indenture, Made this *29th* day of *August* in the year of our Lord One Thousand Nine Hundred and
eight by and between *Katie G. Lee and O. D. Lee*
Lee Clinton of the County of *Gulosa* and State of Oklahoma, part *ies* of the first part and
 part *ies* of the second part.

WITNESSETH, That the said part *ies* of the first part, for and in consideration of the sum of *One Thousand*
 Dollars, to *them* in hand paid, by the said part *ies*
 of the second part, the receipt whereof is hereby acknowledged, ha *ll* granted, bargained and sold, and by these presents do *grant, bargain, sell, convey and confirm*,
 unto, said part *ies* of the second part, and to *their* heirs and assigns, forever, all of the following described tract *piece* or parcel *of* land lying and situate
 in the County of *Gulosa* and State of Oklahoma, to-wit:

All of lot number four (4) Block one hundred & fifty one
(151) according to official recorded plat of Gulosa, Okla.
Subject to a mortgage of twenty three hundred (\$2300.00)
dollars payable to J. M. Cannon dated May 27-1907,
due Nov. 27-1908.

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 *ies* of the second part, and to *their* heirs and assigns forever. And the said part *ies* 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 *Lee Clinton* the second part *ies*
 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 *Katie G. Lee and O. D. Lee* are
 justly indebted unto the said part *ies* of the second part in the principal sum of *One Thousand* 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 *ies* of the second part, to the said *parties of the first part*
 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 *Aug. 29*, 19*08*, payable to the
 order of said *Lee Clinton* *6 months* after date, at *Gulosa, Okla.*
 with interest thereon from *Aug. 29-1908* at the rate of *10* per cent per annum, payable semi-annually on the *29th* day
Nov. 1908 and *Aug. 1909* in each year, and *10* 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 _____ at _____

SECOND: Said part *ies* 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 *ies*
 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 12 per cent per
 annum and the first part *ies* assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said part *ies* 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 *ies* of the first part agree that if the maker *ies* 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 *ies* 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 *Twenty* Dollars shall be added, which this mortgage also secures.

And that the said part *ies* 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 *ies* of the first part *Katie G. Lee and O. D. Lee* hereunto subscribed *their* names and affixed *their* seals on the day
 and year first above mentioned.

Executed and delivered in the presence of

Karl B. Conway
J. H. Mc Birney

Katie G. Lee
O. D. Lee

STATE OF OKLAHOMA, } ss. Before me, the undersigned a Notary Public in and for said County and State,
Gulosa County, } on this *29th* day of *August*, 19*08* personally appeared *Katie G. Lee*
and O. D. Lee and *her husband* to me known to be the identical person *ies* 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) *H. W. Randolph*
 My commission expires *August 3rd*, 19*12*. Notary Public.

For value received, acknowledged to satisfaction and payment in full of the
 within mortgage, and same is hereby
 signed and acknowledged by the parties to the mortgage.
Lee Clinton
Aug. 30-1908