COMPARED

SPECIAL REAL ESTATE MORTGAGE. *Lawful Money*

GEO. S. BARNARD & CO., ST. LOUIS

FROM

STATE OF OKLAHOMA,
Tulsa County. } ss.

This instrument was filed for record in my office on the _17_ day of _Oct_ A. D. 19_08_ at _8_ o'clock _a_ M., and duly recorded in Vol _39_ of _sixty_ at page _28_.

(Seal) _H. C. Walkley_ Register of Deeds.

By _____ Deputy.

Fees, $ _1.00_

TO

This Indenture, Made this _Oct 16, 16th_ day of _Oct_ in the year of our Lord One Thousand Nine Hundred and _eight_ by and between _Henry H. Firey and Jennie Firey_ of the County of _Tulsa_ and State of Oklahoma, part _ies_ of the first part and _Lee Clinton_ part _y_ of the second part.

WITNESSETH, That the said part _ies_ of the first part, for and in consideration of the sum of _Three hundred seventy-five_ Dollars, to _them_ in hand paid, by the said part _y_ of the second part, the receipt whereof is hereby acknowledged, ha _ve_ granted, bargained and sold, and by these presents do _____ grant, bargain, sell, convey and confirm, unto said part _y_ 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 _Tulsa_ and State of Oklahoma, to-wit:

all of lot numbered six (6) in block numbered one hundred and twenty eight (128) in the townsite of Tulsa, Tulsa County, Oklahoma as is shown by the approved plat

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 _y_ of the second part, and to _his_ heirs and assigns forever. And the said part _ies_ of the first part do _____ hereby covenant and agree that at the delivery hereof _Henry H. Firey & Jennie Firey_ the lawful owner _s_ 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 not_ will warrant and defend the same in the quiet and peaceable possession of said _Henry H. Firey & Jennie Firey, Lee Clinton_ the second part _his_ 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 _Henry H. Firey and Jennie Firey_ are justly indebted unto the said part _y_ of the second part in the principal sum of _lawful money of the United States_ _three hundred seventy-five_ 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 _y_ of the second part, to the said _Henry H. Firey & Jennie Firey_ and payable according to the tenor and effect of _a_ certain negotiable promissory note _____ numbered _____ executed and delivered by the said _Henry H. Firey & Jennie Firey_ bearing date _Oct 16_ 19_08_ payable to the order of said _Lee Clinton_ _five months_ after date, at _Bank of Commerce_ with interest thereon from _date_ until _maturity_, at the rate of _10_ per cent per annum, payable semi-annually on the _____ day of _____ and _____ in each year, and _10_ per cent per annum after maturity, the installments of interest being further evidenced by _Lee Clinton_ coupons attached to said principal note and of even date therewith and payable to the order of said _____ at _Bank of Commerce, Tulsa Okla._

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 _five hundred_ 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 _____ 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 _s_ 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 _fifty_ 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 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 part _ies_ of the first part _have_ hereunto subscribed _their_ name _s_ and affixed _their_ seal _s_ on the day and year first above mentioned.

Executed and delivered in the presence of

Henry H. Firey
Jennie Firey

STATE OF OKLAHOMA, } ss.
Tulsa County.

Before me, _Notary Public_ in and for said County and State, on this _16_ day of _Oct_ 19_08_ personally appeared _Henry H. Firey_ and _Jennie Firey_ to me known to be the identical person _s_ 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 _June 11, 1910_ (seal)

Daniel P. McBurg
notary public