

SPECIAL REAL ESTATE MORTGAGE.

FROM _____ } **STATE OF OKLAHOMA,** } ss. This instrument was filed for record in my office
 _____ } *County.* } on the _____ day of _____ A. D. 19____, at _____
 TO _____ } o'clock _____ M., and duly recorded in Vol. _____ of _____ at page _____
 _____ } By _____ Deputy.
 _____ } Fees, \$ _____

This Indenture, Made this _____ day of _____ in the year of our Lord One Thousand Nine Hundred and _____
 by and between _____ of the County of _____ and State of Oklahoma, part _____ of the first part and _____ part _____ of the second part.

WITNESSETH, That the said part _____ of the first part, for and in consideration of the sum of _____ Dollars, to _____ in hand paid, by the said part _____ of the second part, the receipt whereof is hereby acknowledged, has _____ granted, bargained and sold, and by these presents do _____ grant, bargain, sell, convey and confirm, unto said part _____ of the second part, and to _____ 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:

TO HAVE AND TO HOLD THE SAME, With all and singular, the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said part _____ of the second part, and to _____ heirs and assigns forever. And the said part _____ 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 _____ justly indebted unto the said part _____ 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 _____ and payable according to the tenor and effect of _____ certain negotiable promissory note _____ numbered _____ executed and delivered by the said _____ bearing date _____ 19____ payable to the order of said _____ with interest thereon from date until maturity, at the rate of _____ per cent per annum, payable semi-annually on the _____ day of _____ 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 _____ at _____

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

Executed and delivered in the presence of _____

STATE OF OKLAHOMA, } ss. Before me, _____ in and for said County and State,
 _____ } *County.* } on this _____ day of _____ 19____ personally appeared _____
 _____ } and _____ to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires _____ 19____