

SPECIAL REAL ESTATE MORTGAGE

Lawful Money.

FROM Cordelia A. Green hbd TO Commerce Trust Co.

STATE OF OKLAHOMA, } ss. Culsa County. This instrument was filed for record in my office on the 15 day of Oct A.D. 1908 at 2 o'clock P. M., and duly recorded in Vol. 59 of mtg. at page 29 (read) H.C. Wakley Register of Deeds. By _____ Deputy. Fees, \$ _____

This Indenture, Made this First day of October in the year of our Lord One Thousand Nine Hundred and eight by and between Cordelia A. Green (nee Elliott) and Edwin J. Green of the County of Tulsa and State of Oklahoma, parties of the first part and Commerce Trust Company party of the second part.

WITNESSETH That the said party of the first part, for and in consideration of the sum of Five Hundred 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 its successors, heirs and assigns, forever, all of the following described tract, piece or parcel of land lying and situate in the County of Culsa and State of Oklahoma, to-wit:

East one half of Lot Three and Southeast quarter of north west quarter all in section four township twenty one Range fourteen containing 60 acres.

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 its successors, 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 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 party of the second part.

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

FIRST: Said Cordelia A. Green (nee Elliott) and Edwin J. Green are justly indebted unto the said party of the second part in the principal sum of Five Hundred 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 first parties and payable according to the tenor and effect of a certain negotiable promissory note, numbered 1008, executed and delivered by the said first parties bearing date October 1st 1908, payable to the order of said Commerce Trust Co. years after date, at Kansas City, Mo. with interest thereon from date until maturity, at the rate of 6 per cent per annum, payable semi-annually on the first day of April and October in each year, and 9 per cent per annum after maturity, the installments of interest being further evidenced by ten coupons attached to said principal note at fifteen dollars each and of even date therewith and payable to the order of said Commerce Trust Company at Kansas City, Missouri.

SECOND: Said party 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 2 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 party 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 party assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said party 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 party 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, 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 party 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 party 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 party 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

W. H. P. Ganner
I. P. Matthews

Cordelia A. Green nee Elliott
Edwin J. Green

STATE OF OKLAHOMA, } ss. Before me, A. Motary Public in and for said County and State, Rogers County. on this fifteenth day of October 1908 personally appeared Cordelia A. Green (nee Elliott) and Edwin J. Green her husband to me known to be the identical persons 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) Clinton J. Goodale Notary Public. My commission expires May 21st 1910.