

SPECIAL REAL ESTATE MORTGAGE.

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

FROM

STATE OF OKLAHOMA,

Tulsa County, ss.

This instrument was filed for record in my office on the 7th day of Dec. A. D. 1908 at 11:20 o'clock A. M. and duly recorded in Vol. 10 at page 1120

By *Geo. H. Grimes* Deputy.

Fees, \$

This Indenture, Made this 7th day of December in the year of our Lord One Thousand Nine Hundred and Eight by and between *George H. England and Bessie England his wife* of the County of *Tulsa* and State of Oklahoma, part 122 of the first part and *C. H. Kershner* part 1 of the second part.

WITNESSETH, That the said part 122 of the first part, for and in consideration of the sum of *Four hundred* Dollars, to *them* in hand paid, by the said part 1 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 part 1 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:

The South one half (1/2) of the South West quarter (1/4) of the South West quarter (1/4) of the North East quarter (1/4) and the East one half (1/2) of the South West quarter (1/4) of the North East quarter (1/4) and the South West one (10) acres of Lot One (11) in Section Six (6) Township Twenty (20) Range Thirteen (13) East and
The South East quarter (1/4) of the North East quarter (1/4) of the South West quarter (1/4) of Section Thirty six (36) Township Twenty one (21) Range Twelve (12) East.
Containing in all forty five (45) acres more or less according to government survey thereof.

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 1 of the second part, and to *his* heirs and assigns forever. And the said part 122 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 *C. H. Kershner* 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 *George H. England and Bessie England his wife* are justly indebted unto the said part 1 of the second part in the principal sum of *Four hundred* Dollars, in full payment of the United States at the present standard of weight and fineness being for a loan thereof made by the said part 1 of the second part, to the said *George H. England and Bessie England* and payable according to the tenor and effect of *one* certain negotiable promissory note numbered *101* executed and delivered by the said *George H. England and Bessie England* bearing date *Dec 1st* 1908 payable to the order of said *C. H. Kershner* *three* years after date, at *National Bank of Commerce* day of *June* and *the* *anniversary* in each year, and *10%* per cent per annum after maturity, the installments of interest being further evidenced by *three* coupons attached to said principal note of *Four hundred* Dollars and of even date therewith and payable to the order of said *C. H. Kershner* at *National Bank of Commerce*.

SECOND: Said part 122 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 122 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 part shall assume all responsibility of proofs and costs and expenses of collecting said insurance if loss occurs.

THIRD: The said part 122 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 122 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 122 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 *One hundred* Dollars shall be added, which this mortgage also secures. And that the said part 122 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 122 of the first part *they* hereunto subscribed *their* name and affixed *their* seal on the day and year first above mentioned.

Executed and delivered in the presence of

Larry Carter
Becilia Dietrich

George H. England
Bessie England

STATE OF OKLAHOMA, } ss.
Tulsa County, ss.

Before me, *C. H. Grimes* in and for said County and State,

on this *7th* day of *December* 1908, personally appeared *George H. England* and *Bessie England his wife* 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.

My commission expires *Feb 19,* 1911.

Geo

C. H. Grimes
Notary Public