

FROM

STATE OF OKLAHOMA,

Tulsa County, ss.

on the 28<sup>th</sup> day of Dec. 1908 at 4:30 o'clock P. M., and duly recorded in Vol. 39 of \_\_\_\_\_ at page 56.By Seal H. L. North Deputy. Fees, \$ \_\_\_\_\_

This Indenture, Made this 23<sup>rd</sup> day of December in the year of our Lord One Thousand Nine Hundred and Eight by and between H. L. North, Trustee of the County of Tulsa and State of Oklahoma, part 4 of the first part and Lee Clinton part 4 of the second part.

WITNESSETH, That the said part 4 of the first part, for and in consideration of the sum of Two thousand Dollars, to him in hand paid, by the said part 4 of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm, unto said part 4 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 the South West quarter of the South East quarter of the South East quarter of Section Five (5) Township 19 Range thirteen East being 10 acres more or less.

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 4 of the second part, and to his heirs and assigns forever. And the said part 4 of the first part do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and that of a good and indefeasible title of inheritance therein free and clear of all incumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of said Lee Clinton the second part.

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

FIRST: Said Lee Clinton indebted unto the said part 4 of the second part in the principal sum of Two thousand Dollars, in full of the United States of the present standard of weight and fineness,

for a loan thereof made by the said part 4 of the second part, to the said H. L. North, Trustee

payable according to the tenor and effect of a certain negotiable promissory note numbered 1908 executed and

delivered by the said H. L. North, Trustee bearing date Dec 23 1908, payable to the

order of said Lee Clinton 90 days after date, at Tulsa, Okla.

with interest thereon from date maturity, at the rate of 10 per cent per annum, payable semi-annually on the

day of Dec 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

in the order of said at

SECOND: Said part 4 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 4

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 4 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 4 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 4 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 4 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 4 of the first part has hereunto subscribed his name and affixed seal on the day

and year first above mentioned.

Executed and delivered in the presence of

H. L. North  
Trustee

STATE OF OKLAHOMA, ss.

Before me, a Notary Public in and for said County and State,

on this 23<sup>rd</sup> day of Dec. 1908 personally appeared

H. L. North, Trustee and Lee Clinton to me known to be the identical persons who executed the within and

foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires June 11 1910.

Seal Saul P. M. Bixby  
Notary Public

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me on Dec 23 1908