

COMPARISON

SPECIAL REAL ESTATE MORTGAGE

Lawful money

Geo. B. Harrap & Co., Ltd.

FROM

E. R. Barrett

et al.

Lee Clinton,

STATE OF OKLAHOMA,

July 20, 1888, } ss.

on the 19 day of Feb., A.D. 1919 at 10
o'clock a. M., and duly recorded in Vol. 39 of wtg. at page 42
Real Estate Tax Register of Deeds.
By _____ Deputy.

Feb. 9

Deputy

This Indenture, Made this 10th day of Feb. in the year of our Lord One Thousand Nine Hundred and Nine by and between E. P. Barrett & M. S. Barrett + Arthur R. Berryman + wife Daisy Berryman of the County of Tulsa and State of Oklahoma, parties of the first part and E. E. Clinton of the County of _____ and State of _____, parties of the second part.

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of Twenty five hundred Dollars, to them in hand paid, by the said part 2nd of the second part, the receipt whereof is hereby acknowledged, he has granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto said part 1st of the second part, and to his heirs and assigns, forever, all of the following described tract one piece one or parcel one of land lying and situate in the County of Garfield and State of Oklahoma, to-wit:

all of the west sixty feet (65) feet of Lot four (4) & the south forty (40) feet fronting on Denver Ave. by 6.5 feet deep of lot 2 all in block 69 in the town of Tulsa Okla. according to the recorded plat of Tulsa Okla. This mortgage to include all improvements thereon also including all laundry machinery in said buildings. Subject to a mortgage on an undivided one half interest given by E. R. & M. S. Barrett to W. J. Stewart for 2600⁰⁰ dated 2-10-29 due on or before 3 years after date.

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 of of the second part, and to his heirs and assigns forever. And the said part of 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 indefensible estate of inheritance therein free and clear of all incumbrances, and that they will warrant and defend the same to the quiet and peaceable possession of said Lee C. Gordon the second part to his heirs and assigns forever, against the lawful claims of all persons whomsoever:

FIRST: Said parties of the first part are indebted unto the said part of the second part in the principal sum of Twenty Five hundred & no more United States

for a loan thereof made by the said part 4 of the second part, to the said parties of the first part
payable according to the tenor and effect of certain negotiable promissory note numbered _____ executed and
delivered by the said parties of the first part bearing date July 10 1927 payable to the
order of said Lee C. Foster, the day _____ years after date, at St. Louis
and interest thereon from date of maturity, at the rate of 10 per cent per annum, payable semi-annually on the day of
being further evidenced by _____ and _____ in each year, and _____ per cent per annum after maturity, the installments of interest
to the order of said _____ coupons attached to said principal note _____ and of even date therewith and payable

SECOND: Said parties 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 Twenty 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 ~~one~~ 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 parties 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 2 of the first part agree.....that if the makers ~~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, ~~less~~ 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 attorneys' fee, of not less than Five Dollars shall be added, which this mortgage also secures.

And that the said part 2.00 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 parties of the first part have hereunto subscribed their name s and affixed seal on the day and year first above mentioned.

Executed and delivered in the presence of

E. R. Barrett.

M. S. Barrett

Arthur R. Cerraman

Daisy Perryman

STATE OF OKLAHOMA, } ss.
Tulsa County. }

Before me, Squire V. McKernan in and for said County and State,
this 10th day of Feby. 1909 personally appeared E. P. Barrett & M.

My commission expires June 11 1960

Samuel P. McBirney
Notary Public