

SPECIAL REAL ESTATE MORTGAGE

Lawful money

COMPARED

FROM
 Clarence G. Eaton
 and wife
 Carrie E. Ostrander
 TO
 STATE OF OKLAHOMA,
 Tulsa County, ss.
 This instrument was filed for record in my office
 on the 10 day of March, A.D. 1927 at 3:50
 o'clock P.M., and duly recorded in Vol. 39 of my
 (real) Heretofore
 Register of Deeds.
 By _____ Deputy,
 Fees, \$ _____

This Indenture, Made this First day of March in the year of our Lord One Thousand Nine Hundred and
 nine by and between Clarence G. Eaton and Georgia E. Eaton his wife
 of the County of Tulsa and State of Oklahoma, parties of the first part and
 Carrie E. Ostrander party of the second part.
 WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
 Two Thousand 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 her 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 north fifty feet (50) of Lot Five (5) and the south
 twenty five (25) feet of Lot six (6) in Block One hundred and
 forty four (144) in the City of Tulsa Tulsa County, Oklahoma
 as is shown by the government plat and survey thereon.

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 her 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 Clarence G. Eaton and Georgia E. Eaton his wife are
 justly indebted unto the said party of the second part in the principal sum of

Two Thousand 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 Clarence G. Eaton and Georgia E. Eaton,
 and payable according to the tenor and effect of one certain negotiable promissory note, numbered 1, executed and
 delivered by the said Clarence G. Eaton and Georgia E. Eaton, bearing date March first, 1927, payable to the
 order of said Carrie E. Ostrander, three years after date, at Tulsa, Okla.
 with interest thereon from date until maturity, at the rate of ten per cent per annum, payable semi-annually on the first
 day of September and March in each year, and ten per cent per annum after maturity, the installments of interest
 being further evidenced by six coupons attached to said principal note of \$3,000.00 and of even date therewith and payable
 to the order of said Carrie E. Ostrander at the National Bank of Tulsa, Oklahoma.

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 Two Thousand
 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 10 per cent per
 annum and the first party of the first part 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 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 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 Two Hundred 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 appraisalment 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 names and affixed their seals on the day
 and year first above mentioned.

Executed and delivered in the presence of

Clarence G. Eaton
 Georgia E. Eaton

STATE OF OKLAHOMA, ss. Before me, D.B. Crewson a Notary Public and for said County and State,
 Tulsa County, on this Tenth day of March, 1927 personally appeared Clarence G.
 Eaton and Georgia E. Eaton his wife do 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.
 (real)
 My commission expires September 27th 1930.

D.B. Crewson
 Notary Public