

SPECIAL REAL ESTATE MORTGAGE

Lawful money

GEO. B. BARBER & CO., ST. LOUIS

FROM

STATE OF OKLAHOMA,

Tulsa County, ss.

This instrument was filed for record in my office

on the 9 day of Mar A. D. 1929 at 9

o'clock at M., and duly recorded in Vol. of at page

By *[Signature]* H. C. Wapley, Register of Deeds.

Fees, \$

This Indenture,

Made this 6 day of Mar in the year of our Lord One Thousand Nine Hundred and

Nine by and between *Estel M. Roach* and State of Oklahoma, part of the first part and

of the County of Tulsa and State of Oklahoma, part of the second part.

WITNESSETH, That the said part of the first part, for and in consideration of the sum of

Eight hundred Dollars, to *them* in hand paid, by the said party

of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm,

unto said part 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, Okla. and State of Oklahoma, to-wit:

*North 50 ft of Lot 1-one) Block (145 one hundred forty five) according to official plat of Tulsa Okla.*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 the second part, and to *her* heirs and assigns forever. And the said part of the first partdo hereby covenant and agree that at the delivery hereof *they are* the lawful owners of the premisesabove 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 thesame in the quiet and peaceable possession of said *part of the second part*

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 *Estel M. Roach* arejustly indebted unto the said part of the second part in the principal sum of *Eight hundred* Dollars, in *lawful money* of the United States of the present standard of weight and fineness,being for a loan thereof made by the said part of the second part, to the said *part of the first part*and payable according to the tenor and effect of *certain negotiable promissory note* numbered *36* executed anddelivered by the said *part of the first part* bearing date *36* 1929, payable to theorder of said *part of the second part* with interest thereon from date until maturity, at the rate of *10* per cent per annum, payable semi-annually on theday of *June* and *December* in each year, and *10* per cent per annum after maturity, the installments of interestbeing further evidenced by *coupons* attached to said principal note and of even date therewith and payableto the order of said *part of the second part*

SECOND: Said part 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 of

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 shall assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said part 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 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 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-five* Dollars shall be added, which this mortgage also secures.

And that the said part 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 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

Estel M. Roach
J. H. Roach

STATE OF OKLAHOMA, ss.

Before me, *Samuel P. M. Hines* a Notary Public in and for said County and State,

on this 6 day of Mar 1929, personally appeared

Estel M. Roach and *J. H. Roach* to me known to be the identical person who executed the within andforegoing 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 *June 11* 1929 *[Signature]* *Samuel P. M. Hines* Notary Public

For value received, I acknowledge satisfaction and payment in full of this

Signed and acknowledged before me *May 8 1929*
H. C. Wapley
Register of Deeds