

Lawful money

FROM Ellen Calkins hhd. } STATE OF OKLAHOMA,  
Tulsa County. } ss. This instrument was filed for record in my office  
 on the 30 day of mar. A.D. 1920  
 o'clock P. M., and duly recorded in Vol. 39 of mtg. at page 48.  
 By (seal) McCreckley. Register of Deeds.  
 Deputy.  
 Fees, \$

This Indenture, Made this Tenth day of march in the year of our Lord One Thousand Nine Hundred and nine by and between Ellen Calkins and Henry R. Calkins, wife and husband of the County of Tulsa and State of Oklahoma, parties of the first part and Carrie E. Ostrander part of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Six Hundred 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:

all of Lot two (2) Block Eight (8) in Highlands Addition to the City of Tulsa as is shown by the recorded plat thereof

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.  
Carrie E. Ostrander  
Mar 11 1921  
McCreckley  
Register of Deeds

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 thereof they are the lawful owner 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.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit:  
 FIRST: Said Ellen Calkins and Henry R. Calkins, wife and husband are justly indebted unto the said party of the second part in the principal sum of Six Hundred Dollars, in full of the United States of the present standard of weight and measure, and payable according to the tenor and effect of one certain negotiable promissory note, numbered 1, executed and delivered by the said Ellen and Henry R. Calkins bearing date of march 10th 1919, payable to the order of said Carrie E. Ostrander two years after date, at Tulsa, Okla.

with interest thereon from date until maturity, at the rate of 10 per cent per annum, payable semi-annually on the tenth day of september and march in each year, and 2 per cent per annum after maturity, the installments of interest being further evidenced by four coupons attached to said principal note of \$600.00 and of even date therewith and payable to the order of said Carrie E. Ostrander at the First National Bank of Tulsa, Oklahoma.

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 One 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 parties 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 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 parties 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 parties 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 Five Dollars shall be added, which this mortgage also secures. And that the said parties 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 names, and affixed their seals on the day and year first above mentioned.

Executed and delivered in the presence of  
 witnesses to { Philip Kates  
G. C. Gray  
 witnesses to { G. E. Neal  
J. H. Boston

(1) Ellen Calkins  
 (2) Henry R. Calkins

STATE OF OKLAHOMA, } ss. Before me, a notary Public in and for said County and State,  
Tulsa County. } on this Tenth day of march 1920 personally appeared Ellen Calkins  
 and Henry R. Calkins to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.  
 (seal) Philip Kates  
 My commission expires mar 4 - 1921 notary Public

State of Ohio, } ss. Acknowledgment.  
 County of Gallia, } Before me, a Notary Public in and for said County and State, on this 23rd day of march, 1920, personally appeared Henry R. Calkins to me known to be the identical person 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 purposes set forth therein.  
 (seal) Gilbert E. Neal Notary Public in and for Gallia County, Ohio.  
 My commission expires July 20th 1920.