

SPECIAL REAL ESTATE MORTGAGE

FROM

STATE OF OKLAHOMA,

Laughel money

Thomas B. Merrill and
Margaret C. Merrill
To
Mrs. Lenora Sullivan

Gulosa County, ss.

This instrument was filed for record in my office
on the 13 day of May A.D. 1910 at 11:35
o'clock A.M., and duly recorded in Vol. 39 of mortgages at page 5.

By *Deal* *A. Q. Walker* Register of Deeds.
Deputy.

Fees, \$

This Indenture, Made this 12 day of May in the year of our Lord One Thousand Nine Hundred and
eight by and between Thomas B. Merrill & Margaret C. Merrill
Husband and wife of the County of Gulosa and State of Oklahoma, parties of the first part and
Mrs. Lenora Sullivan party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of *Three 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 *Gulosa* and State of Oklahoma, to-wit:

*all of Lot two (2) Block Twenty-six (26) in the Owen Ad-
dition to the City of Gulosa, Oklahoma, as is shown by
the amended recorded plat thereof together with all im-
provements on said lot.*

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 *part* of the second part *her*.

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

FIRST: Said *Thomas B. Merrill & Margaret C. Merrill Husband and wife*
are justly indebted unto the said party of the second part in the principal sum of *Three hundred* 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 *Mrs. Lenora Sullivan*

and payable according to the tenor and effect of *one* certain negotiable promissory note, numbered *1*, executed and
delivered by the said *Thomas B. & Margaret C. Merrill* bearing date *May 12* 19*10*, payable to the
order of said *Mrs. Lenora Sullivan* *one* year after date, at *Gulosa, Okla.*
with interest thereon from date until maturity, at the rate of *10* per cent per annum, payable semi-annually on the *12th* day of
November and *May* in each year, and *60* per cent per annum after maturity, the installments of interest
being further evidenced by *two* coupons attached to said principal note of *\$300.00* and of even date therewith and payable
to the order of said *Mrs. Lenora Sullivan* at *OK Bank Center Gulosa Okla.*

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 *one 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 party 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 *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 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 *one 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 party 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

D. B. Crewson

Thomas B. Merrill
Margaret C. Merrill

STATE OF OKLAHOMA, }
Gulosa County, ss.

Before me, *A. Notary Public*

on this 12th day of May 1910 personally appeared *Thomas B. Mer-*

rell & Margaret C. Merrill Husband and wife to me known to be the identical person 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.

(Deal)
My commission expires *Sept 27* 19*10*.

D. B. Crewson
Notary Public