

SPECIAL REAL ESTATE MORTGAGE, *Land and mortgage*

FROM
Thomas McCarty
and wife
 TO
Commerce Trust Co.

STATE OF OKLAHOMA,
Tulsa County. ss. This instrument was filed for record in my office
 on the *15* day of *Apr.* A. D. 19*29* at *130*
 o'clock *P.* M., and duly recorded in Vol. *38* of *mtg.* at page *51*
(seal) *H. W. Walker,* Register of Deeds.
 By *H. W. Walker,* Deputy.
 Fees, \$

This Indenture, Made this *fifteenth* day of *March* in the year of our Lord One Thousand Nine Hundred and
nine by and between *Thomas McCarty and Nannie McCarty, his wife*
 of the County of *Tulsa* and State of Oklahoma, part *1st* of the first part and
Commerce Trust Company, part *2d* of the second part.
 WITNESSETH, That the said part *1st* of the first part, for and in consideration of the sum of *Five Hundred Fifty*
 Dollars, to *them* in hand paid, by the said part *2d*
 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 part *1st* of the second part, and to *its successors* 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 the southeast quarter of the north west quarter and lot
two (2) of section seven (7), Township Twentyone (21) north, range fourteen
(14) east of the Indian Base and meridian, except the railroad rights
of way over and across same.

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 *1st* of the second part, and to *its successors* heirs and assigns forever. And the said part *1st* of the first part
 do hereby covenant and agree that at the delivery hereof *they are* the lawful owner *2d* 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 1st* of the second part *its successors* 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 *Thomas McCarty and Nannie McCarty* are
 justly indebted unto the said part *2d* of the second part in the principal sum of *Five Hundred Fifty*
 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 part *2d* of the second part, to the said *Thomas McCarty and Nannie McCarty*,
 and payable according to the tenor and effect of *their* certain negotiable promissory note, numbered *202* executed and
 delivered by the said *part 1st* of the second part, bearing date *March 15th* 19*29* payable to the
 order of said *Commerce Trust Company* *Five (5)* years after date, at *Kansas City, Mo.*
 with interest thereon from date until maturity, at the rate of *6 1/2* per cent per annum, payable semi-annually on the *fifteenth* day of
January and *March* in each year, and *2* per cent per annum after maturity, the installments of interest
 being further evidenced by *ten (10)* coupons attached to said principal note, for *sixteen (16)* dollars and of even date therewith and payable
 to the order of said *Commerce Trust Company* at *Kansas City, Missouri*

SECOND: Said part *1st* 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 *2*
 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 *1st*
 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 *1st* of the second part assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said part *1st* 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 *1st* 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 *1st* 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 *fifty (50)* Dollars shall be added, which this mortgage also secures.
 And that the said part *1st* 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 *1st* of the first part have hereunto subscribed *their* names and affixed *their* seal on the day
 and year first above mentioned.

Executed and delivered in the presence of us who
 also witnessed a mark of *Nannie McCarty*
M. J. Sliff.
H. C. Ballenon.
Thomas McCarty
Nannie McCarty
The name of Nannie McCarty was signed to this
instrument by me, at her request, and in her presence.
Clinton L. Goodale.

STATE OF OKLAHOMA, } ss. Before me, *Clinton L. Goodale, Notary Public* and for said County and State,
Rogers County. on this *20th* day of *April* 19*29* personally appeared
Thomas McCarty and Nannie McCarty, his wife to 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.
(seal) *Clinton L. Goodale.*
 My commission expires *May 20th* 19*30*.