

SPECIAL REAL ESTATE MORTGAGE.

FROM _____

TO _____

STATE OF OKLAHOMA, } ss. This instrument was filed for record in my office
County. _____ on the 30 day of Nov A. D. 1929 at 2:30
o'clock P M and duly recorded in Vol. _____ of _____ at page _____
By Lea Clinton Deputy.
Fees, \$ _____

This Indenture, Made this 16th day of November in the year of our Lord One Thousand Nine Hundred and _____
by and between G. M. Downing Jr. & Della A. Downing, his wife
of the County of Tulsa and State of Oklahoma, part 1st of the first part and
part 2d of the second part.

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of _____ 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 their 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:

Lot six (6) Block two (2) in the Friend's Gillette Addition to the City of Tulsa according to the recorded plat of said addition

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me Lea Clinton 12.1.1914

Register of Deeds.

Deputy.

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 their heirs and assigns forever. And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof _____ 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 G. M. Downing Jr. & Della A. Downing, his wife are justly indebted unto the said part 2d of the second part in the principal sum of _____ 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 _____ parties of the first part and payable according to the tenor and effect of _____ certain negotiable promissory note, numbered _____ executed and delivered by the said _____ parties of the first part, bearing date Nov. 16 1929, payable to the order of said Lea Clinton _____ years after date, at Tulsa, Okla. with interest thereon from date until maturity, at the rate of 12 per cent per annum, payable semi-annually on the _____ day of _____ and _____ in each year, and _____ per cent per annum after maturity, the installments of interest being further evidenced by _____ coupons attached to said principal note _____ and of even date therewith and payable to the order of said _____

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 Twenty five 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 part _____ 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 _____ 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 makers 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 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 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 part 1st of the first part _____ hereunto subscribed _____ name _____ and affixed _____ seal _____ on the day and year first above mentioned.

Executed and delivered in the presence of

G. M. Downing Jr.
Della A. Downing

STATE OF OKLAHOMA, } ss. Before me, the undersigned, a Notary Public in and for said County and State,
County. Tulsa on this 12th day of November 1929, personally appeared
G. M. Downing Jr. and Della A. Downing, his 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 _____ free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Aug 3rd 1930

Lea Clinton

H. W. Randolph
Notary Public