

SPECIAL REAL ESTATE MORTGAGE.

FROM
 TO
 COUNTY. } ss. This instrument was filed for record in my office
 on the 14 day of Feb. A. D. 1910 at 9:25
 o'clock A. M., and duly recorded in Vol. of at page
 (Seal) H. H. Walley Register of Deeds,
 Deputy.
 Fees, \$

This Indenture, Made this 22nd day of January in the year of our Lord One Thousand Nine Hundred and Ten by and between Perry McKay, Gustaf McKay, Edmond McKay and Florence McKay of the County of Tulsa and State of Oklahoma, parties of the first part and Thomas C. Hays of the second part,

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

Three thousand Dollars, to them in hand paid, by the said part 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 of the second part, and to his heirs and assigns, forever, all of the following described tract, a piece of or parcel of land lying and situate in the County of Tulsa, Muskogee and State of Oklahoma, to-wit: The west half (1/2) of Southeast quarter

(1/4) of Section Ten (10) Township Sixteen (16) North, Range Thirteen (13) East, This land to be found in Tulsa County, said to be 80 acres more or less. — Southwest quarter (1/4) of Section Twenty-one (21) Southwest quarter (1/4) of Northwest quarter (1/4) of Section Twenty-one (21) and Northeast quarter (1/4) of Northeast quarter (1/4) of Section Twenty-eight, Township Sixteen (16) North, Range Fifteen (15) East, This land to be found in Muskogee County, said to contain 240 acres more or less. — Southwest quarter (1/4) of Southwest quarter (1/4) of Section Six (6) Township Eleven (11) North, Range Thirteen (13) East of the Indian Base and meridian, less 3 3/4 acres used as right of way by the St. Louis, Oklahoma & Southern Railroad. This land to be found in Oklahoma County.

TO HAVE AND TO HOLD THE SAME, With all and singular, the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said part of the second part, and to his heirs and assigns forever. And the said part of the first part do hereby covenant and agree that at the delivery hereof that 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, their 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 Perry McKay, Gustaf McKay, Edmond McKay and Florence McKay justly indebted unto the said part of the second part in the principal sum of

Three thousand 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 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 1, executed and delivered by the said part of the first part, bearing date January 22nd 1910, payable to the order of said part of the second part, five years after date, at Muskogee, Oklahoma, with interest thereon from date until maturity at the rate of 10 per cent per annum, payable semi-annually on the 22nd day of July and January in each year, and 10 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 part of the second part, at International Bank of Washelli, Washelli, Okla.

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 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 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 Three hundred and 00/100 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 appraisement 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 seal on the day and year first above mentioned.

Executed and delivered in the presence of

Perry McKay
 Gustaf McKay
 Edmond McKay
 Florence McKay

STATE OF OKLAHOMA, } ss. Before me, Notary Public in and for said County and State,
 Tulsa County. } on this 22nd day of January 1910 personally appeared
 Perry McKay and Gustaf McKay 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.

My commission expires May 4 1912 (Seal) John A. Stevens Notary Public
 State of Oklahoma, ss. Muskogee County. Acknowledgment, 202

Before me a Notary Public in and for said county and State on this 24th day of January 1910, personally appeared Edmond McKay and Florence McKay 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.

My Commission Expires Dec 29th 1913. (Seal) H. E. Combs Notary Public

State of Oklahoma, Muskogee County, ss. This instrument was filed for record in my office at 11:20 o'clock A.M. and duly recorded in Vol. 1167 of at page 1641. H. H. Walley Register of Deeds