

SPECIAL REAL ESTATE MORTGAGE.

Larsh Money

SIO. S. MORTG. & CO., ST. LOUIS

FROM
A. Y. Broull and
Mattie J. Broull
 TO
Lee Clinton

STATE OF OKLAHOMA,
Adair County. } ss. This instrument was filed for record in my office
 on the 29 day of May A. D. 1908 at 11:25
 o'clock A. M., and duly recorded in Vol. 370 of Mortgages at page 8
 By (Seal) D. P. Walkey Register of Deeds.
 Deputy.
 Fees, \$

This Indenture, Made this 25th day of May in the year of our Lord One Thousand Nine Hundred and
eight by and between A. Y. Broull & Mattie J. Broull his wife
Lee Clinton of the County of Adair and State of Oklahoma, part 1st of the first part and
 part 2nd of the second part.

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of Three
Thousand Dollars, to them in hand paid, by the said part 2nd
 of the second part, the receipt whereof is hereby acknowledged, has 2nd granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm,
 unto said part 2nd of the second part, and to his heirs and assigns, forever, all of the following described tract piece or parcel of land lying and situate
 in the County of Adair and State of Oklahoma, to-wit:

all of lot four (4) & southerly 10 feet of lot three (3) and southerly
40 feet of the northerly half of lot 3 - all in block 3 accord-
ing to the official & recorded plat of Adair, Okla

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 2nd of the second part, and to his 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 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 2nd of the second part.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit:
 FIRST: Said A. Y. Broull & Mattie J. Broull are residents
 justly indebted unto the said part 2nd 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 2nd of the second part, to the said part 1st of the first part
 and payable according to the tenor and effect of a certain negotiable promissory note numbered may 25 1908 executed and
 delivered by the said part 1st of the first part bearing date may 25 1908 payable to the
 order of said Lee Clinton 60 days after date, at Adair
 with interest thereon from date said maturity, at the rate of 10 per cent per annum, payable semi-annually on the 1st day of
 being further evidenced by coupons attached to said principal note and of even date therewith and payable
 to the order of said at

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 Three 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 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 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 2nd 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 Twenty 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 has hereunto subscribed their name and affixed their seal on the day
 and year first above mentioned.

Executed and delivered in the presence of

A. Y. Broull
Mattie J. Broull

STATE OF OKLAHOMA, } ss. Before me, David P. McPierney Notary Public in and for said County and State,
Adair County. } on this 26 day of May 1908 personally appeared A. Y. Broull
and Mattie J. Broull 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) David P. McPierney
 My commission expires June 11 1910, Notary Public