

## SPECIAL REAL ESTATE MORTGAGE.

FROM STATE OF OKLAHOMA, } ss. This instrument was filed for record in my office  
County. Seal on the 25 day of April A. D. 1912 at 8  
TO o'clock 2 M., and duly recorded in Vol. of at page of  
By Seal H. C. Wherry Deputy, Register of Deeds.  
Fees, \$

This Indenture, Made this twenty sixth day of April in the year of our Lord One Thousand Nine Hundred and  
ten by and between Nippie A. Miller & George B. Miller her husband  
of the County of Tulsa and State of Oklahoma, part one of the first part and  
Matilda Miller part two of the second part.  
WITNESSETH, That the said part one of the first part, for and in consideration of the sum of fourteen hundred fifty & no  
Dollars, to them in hand paid, by the said part two  
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 two of the second part, and to her heirs and assigns, forever, all of the following described tract or parcels of land lying and situate  
in the County of Tulsa and State of Oklahoma, to-wit:

The south (S) of SE 1/4 of SW 1/4 and the NW 1/4 of SE 1/4 of SW 1/4 of section 36 township 20 range 13 east and the north 1/2 of the SE 1/4 of the NW 1/4 and the SE 1/4 of the SE 1/4 of the NW 1/4 of section 31 township 20 North range 13 east subject to a first mortgage for six hundred dollars given to L. D. Mays, Secy of Commissioner of the Land office of the State of Oklahoma

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 two of the second part, and to her heirs and assigns forever. And the said part one 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 Matilda Miller of the second part her  
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 Nippie A. Miller and George B. Miller her husband and  
justly indebted unto the said part two of the second part in the principal sum of fourteen hundred fifty & no  
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 two of the second part, to the said Nippie A. Miller & George B. Miller  
and payable according to the tenor and effect of a certain negotiable promissory note numbered 100 executed and  
delivered by the said part one of the first part bearing date April 26 1912 payable to the  
order of said Matilda Miller years after date, at ten per cent per annum, payable semi-annually on the twenty sixth day of  
with interest thereon from date until maturity, at the rate of 2 per cent per annum, payable semi-annually on the twenty sixth day of  
October 1912 and 10 per cent per annum after maturity, the installments of interest  
being further evidenced by coupons attached to said principal note at and of even date therewith and payable  
to the order of said Matilda Miller

SECOND: Said part one 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 part one  
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 assumes all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said part one 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 one 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 one 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 & fifty Dollars shall be added, which this mortgage also secures.  
And that the said part one 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 one of the first part have hereunto subscribed their name and affixed their seal on the day  
and year first above mentioned.

Executed and delivered in the presence of

Nippie A. Miller  
George B. Miller

STATE OF OKLAHOMA, } ss. Before me, Paul A. Hull in and for said County and State,  
Tulsa County. Seal on this 26 day of April 1912 personally appeared  
Nippie A. Miller and George B. Miller her husband 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 June 7 1913 Seal Paul A. Hull  
Notary Public