

SPECIAL REAL ESTATE MORTGAGE.

COMPARED

FROM

STATE OF OKLAHOMA,

County, ss.

This instrument was filed for record in my office

on the 7 day of May A. D. 1912 at 10:30

o'clock A. M., and duly recorded in Vol. of at page

By: Seal of H. H. Hickey Deputy.

Fees, \$

This Indenture, Made this 3rd day of May in the year of our Lord One Thousand Nine Hundred and

1912 by and between Orine Juby and Lottie Juby, his wife

of the County of Tulsa and State of Oklahoma, part of the first part and

Bank of Commerce Tulsa Okla. part of the second part.

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

Eight hundred and nineteen Dollars, to them in hand paid, by the said part of

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 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:

all of lots 11-12-13 in Block 20 in the Gillette Hall addition to Tulsa 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 of the second part, and to their heirs and assigns forever. And the said part 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 Bank of Commerce 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 Orine Juby + wife Lottie Juby are justly indebted unto the said part of the second part in the principal sum of Eight hundred and nineteen

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 1912, executed and delivered by the said part of the first part to the said part of the second part, bearing date May 3, 1912, payable to the

order of said Bank of Commerce 90 days 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

being further evidenced by coupons attached to said principal note per cent per annum after maturity the installments of interest to the order of said Bank of Commerce and of over date therewith and payable

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 \$1000

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 pools 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 \$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 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 of the first part have hereunto subscribed their names and affixed seal on the day and year first above mentioned.

Executed and delivered in the presence of

Orine Juby
Lottie Juby

STATE OF OKLAHOMA, ss.

Before me, R. G. Kirksey, a Notary Public in and for said County and State,

Tulsa County, on this 3rd day of May 1912 personally appeared Orine Juby and Lottie Juby

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 Oct 19th 1911

Seal

R. G. Kirksey
Notary Public