

SPECIAL REAL ESTATE MORTGAGE.

FROM _____

STATE OF OKLAHOMA, } ss. This instrument was filed for record in any office
Tulsa County, }
 on the 3 day of Aug A. D. 1912 at 9:01
 o'clock 2 M., and duly recorded in Vol. _____ of _____ at page _____
 By H. Walkeey Register of Deeds.
 Deputy. seal
 Fees, \$ _____

This Indenture, Made this 2nd day of August in the year of our Lord One Thousand Nine Hundred and
12 by and between Carrie Bryan + husband Chas H Bryan
seal of the County of Tulsa 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 Two Thousand
 Dollars, to them in hand paid, by the said part _____
 of the second part, the receipt whereof is hereby acknowledged, he rel granted, bargained and sold, and by these presents do _____ grant, bargain, sell, convey and confirm,
 unto said part _____ of the second part, and to heir 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 Lot number Forty Seven (47) in Block number
Three (3) in Carlton Place Addition to the City of 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 heir 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 interest
 same in the quiet and peaceable possession of said John Wright 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 Carrie Bryan + Chas H Bryan her husband are
 justly indebted unto the said part _____ of the second part in the principal sum of Two 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 1st of the first part
 and payable according to the tenor and effect of _____ certain negotiable promissory note, numbered _____ executed and
 delivered by the said part 1st of the first part bearing date Aug 7 1912 payable to the
 order of said John Wright _____ years after date, at Tulsa Okla
 with interest thereon from date until maturity, at the rate of 8 per cent per annum, payable semi-annually on the 2nd day of
July 1911 and at 1912 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 _____ 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 Two 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 1st 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 1st 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 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 have hereunto subscribed their name and affixed their seal on the day
 and year first above mentioned.

Executed and delivered in the presence of

Carrie Bryan (seal)
Chas H Bryan (seal)

STATE OF OKLAHOMA, } ss. Before me, Samuel P. McBurney in and for said County and State,
Tulsa County, }
 on this 2nd day of August 1912 personally appeared Carrie Bryan
 and Chas H Bryan to me known to be the identical person 1st 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 6 1914 seal Samuel P. McBurney
notary public