

SPECIAL REAL ESTATE MORTGAGE.

Lawful Money

FROM Stranger W. Atkins et al } ss. This instrument was filed for record in my office
Tulsa County. }
 on the 10 day of June A. D. 1928 at 10
 o'clock AM, and duly recorded in Vol. 37 of Intg at page 9
 (Seal) H. E. Wallis Register of Deeds.
 TO J. H. M. Birney
 By _____ Deputy.
 Fees, \$ _____

This Indenture, Made this 10th day of June in the year of our Lord One Thousand Nine Hundred and
eight by and between Stranger W. Atkins & wife Edna J. Atkins
J. H. M. Birney of the County of Tulsa and State of Oklahoma, part 1st of the first part and
 part 2d of the second part.

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

The west seventy feet or west one half of lot one (1) and
two (2) Block seven (7) in Lindsey herd addition to
Tulsa Okla. according to the official plat and recorded
survey of the same.

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 1st of the second part, and to their 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 1st of the premises
 above granted, and seized of a good and indefensible 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 J. H. M. Birney the second part 1st
 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 Stranger W. Atkins & wife Edna J. Atkins are
 justly indebted unto the said part 1st of the second part in the principal sum of four hundred Dollars, in full of the United States of the present standard of weight and fineness,
 being for a loan thereof made by the said part 1st 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 6 executed and
 delivered by the said part 1st of the first part bearing date June 10 1928 payable to the
 order of said J. H. M. Birney 6 months after date, at Tulsa, Okla.
 with interest thereon from date of maturity at the rate of 10 per cent per annum, payable semi-annually on the 10 day of
and 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 at and of even date therewith and payable
 to the order of said at

SECOND: Said part 1st of the first part agree 1st 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 four 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 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 1st 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 1st 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 herof, 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 1st that if the maker 1st of said note 1st shall fail to pay the principal or interest of said note 1st 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 twenty Dollars shall be added, which this mortgage also secures.
 And that the said part 1st of the first part, for said consideration, do 1st 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 1st hereunto subscribed that name 1st and affixed 1 seal 1 on the day
 and year first above mentioned.

Executed and delivered in the presence of

Lee Clinton
Karl B. Conway

Stranger W. Atkins
Edna J. Atkins

STATE OF OKLAHOMA, } ss. Before me, David P. McQuinn a notary public in and for said County and State,
Tulsa County. } on this 10th day of June 1928 personally appeared Stranger W.
Atkins and wife Edna J. Atkins 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 11 1930 (Seal) David P. McQuinn
Notary Public