SPECIAL REAL ESTATE MORTGAGE.

FROM

COMPARED

TO

STATE OF OKLAHOMA,
Tulsa County. ss.

This instrument was filed for record in my office
on the 17 day of Dec A. D. 1910 at
o'clock M., and duly recorded in Vol. of at page
H. C. Walkley Register of Deeds.
By Deputy.
Fees, $

This Indenture, Made this 17 day of Dec in the year of our Lord One Thousand Nine Hundred and ten by and between Ella Clemshire of the County of Tulsa and State of Oklahoma, part y of the first part and Bank of Commerce, Tulsa, Okla, part ies of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Three hundred thirty Dollars, to me in hand paid, by the said part ies of the second part, the receipt whereof is hereby acknowledged, ha ve granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto said part ies 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:

Lot (13) thirteen in Block Eighteen (18) in the Owen Addition of the City of Tulsa, Okla, according to the amended plat thereof dated April 25-1907 and duly filed for record.

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 ies of the second part, and to their heirs and assigns forever. And the said part y of the first part does hereby covenant and agree that at the delivery hereof the is 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 she 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 Mrs Ella Clemshire is justly indebted unto the said part of the second part in the principal sum of Three hundred thirty 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 ies of the second part, to the said Ella Clemshire and payable according to the tenor and effect of a certain negotiable promissory note numbered executed and delivered by the said Ella Clemshire bearing date 17 Dec 19 payable to the order of said Bank of Commerce 90 days after date years after date, at said Bank with interest thereon from date until maturity, at the rate of 10 per cent per annum, payable semi-annually on the 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 and of even date therewith and payable to the order of said Bank of Commerce at said bank.

SECOND: Said part y 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 four hundred fifty 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 party 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 to assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said part y 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 y 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 y 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 five Dollars shall be added, which this mortgage also secures.

And that the said part y of the first part, for said consideration, do hereby expressly waive an appraisement 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 y of the first part have hereunto subscribed her name and affixed seal on the day and year first above mentioned.

Executed and delivered in the presence of

Ella Clemshire

STATE OF OKLAHOMA,
Tulsa County. ss.

Before me, J. P. Byrd Jr in and for said County and State, on this 17th day of Dec 1910 personally appeared Ella Clemshire and to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Nov 27th 1913 Seal

J. P. Byrd Jr
Notary Public