

Given under my hand and seal of office the day and year last above written.

My commission expires May 3rd 1926

(SEAL)

C.L. Sutherland, Notary
Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 18, 1923 at 11:00 o'clock A. M.

In Book 475, page 545

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

242476

C. J.

COMPARED

SPECIAL REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 15th day of October in the year of Our Lord One Thousand Nine Hundred Twenty three by and between Sam H. Kimmons and Leontine E. Kimmons, his wife, of the County of Tulsa and State of Oklahoma, parties of the first part and Laura P. Matthews and Ella M. Bowen parties of the second part

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Five Thousand & no/100 DOLLARS to them in hand paid, by the said parties 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 parties 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:

The Easterly Fifty (50) Feet of the Southerly Fifty Five (55) Feet of Lot

Four (4) Block One Hundred and Seventy one (171) in the City of

Tulsa, Tulsa Co. Oklahoma, according to the Government Survey

TO HAVE AND TO HOLD THE SAME, With all and singular, the tenements, hereditaments and appurtenance thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said parties of the second part, and to their heirs and assigns forever.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 parties of the second part their heirs and assigns, forever, against the claims of all persons, whomsoever.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to-wit:

FIRST: Said Sam H. Kimmons and Leontine E. Kimmons, his wife are justly indebted unto the said parties of the second part in the principal sum of Five Thousand & No/100 DOLLARS, in lawful money of the United State being for a loan thereof made by the said parties of the second part, to the said Sam H. Kimmons and Leontine E. Kimmons, and payable according to the tenor and effect of one certain negotiable promissory note numbered executed and delivered by the said Sam H. Kimmons & Leontine E. Kimmons bearing date October 15 1923 payable to the order of said Laura P. Matthews & Ella M. Bowen, three years after date, at Valley Natl. Bank/ Des Moines, Iowa with interest thereon from date until paid, at the rate of 7 per cent per annum, payable semi-annually

SECOND: Said parties 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 Five Thousand & No/100 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 parties 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 7 per cent per annum and the first parties assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.