

Tulsa  
8-11-61

## SPECIAL REAL ESTATE MORTGAGE.

THIS INDENTURE, made this 4th, day of October in the year of our Lord One Thousand Nine Hundred and Nine by and between C. W. Eaton, of the County of Tulsa, and State of Oklahoma party of the first part and C. C. Robards, as the Guardian of Sam ul Runyan and Esther Runyan, of his legal successors, party of the first part .

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Thousand Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold and by these presents does grant, bargain, sell convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described tract or piece or parcel of land lying <sup>and</sup> situate in the County of Tulsa and State of Oklahoma, to-wit:

The East Half of the North West Quarter and the North East Quarter of the South West Quarter and the South Half of the South West Quarter ~~and the~~ North West Quarter all in Section Six in Township 22, Range 13 in Tulsa County.

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 party of the second part, and to his heirs and assigns forever And the said party of the first part does hereby covenant and agree that at the delivery hereof he 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 he will warrant and forever defend the same in the quiet and peaceable possession of said party of the second part his 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 C. W. Eaton is justly indebted unto the said party of the second part in the principal sum of One Thousand Dollars, in lawful money of the United States being for a loan thereof made by the said party of the second part, to the said C. C. Robards, Guardian, and payable according to the tenor and effect of one certain negotiable promissory note numbered, executed and delivered by the said C. W. Eaton, bearing date Oct. 4th, 1909, payable to the order of said C. C. Robards Gdn. One year after date, at Tulsa, with interest thereon from date until maturity at the rate of 6 per cent per annum, payable annually on the 4th, day of October 1910.

THIRD. The said party of the first part agree to keep all buildings, fences and improvements on said land in as good repair as they now are, and 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 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 party of the first part agree that if the maker of said note shall fail to pay the principal or interest of said notes, 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.

And that the said party of the first part for said Consideration does hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption laws of the State of Oklahoma.