

Know all Men by these presents, That on this 5th day of February 1928, Oscar A. Owens and A. B. Owens, wife and husband of Ottawa County, and State of Oklahoma, part is of the first part, in consideration of the sum of Eight hundred and fifty DOLLARS to her in hand paid, by THE DEMING INVESTMENT COMPANY, of Oswego, Kansas, party of the second part, the receipt whereof is hereby acknowledged, have mortgaged and hereby mortgage unto the said THE DEMING INVESTMENT COMPANY, its successors and assigns, the following premises, situated in the County of Ottawa in the State of Oklahoma, with all the improvements thereon and appurtenances thereto belonging, together with rents, issues and profits thereof, and more particularly bounded and described as follows, to-wit:

Lot Six (6) in Block One Hundred and Forty (140) in Original Town of Gulka.

according to the official plat thereof, and warrant the title to the same.

And it is hereby mutually agreed that in case the party of the second part or its assigns should hereafter appear in any of the land departments or offices of the General Government, or in any Court, in order to preserve or protect the title hereinbefore warranted, all costs and expenditures made in that behalf shall be added to the amounts hereby secured, and shall bear interest at the same rate. TO HAVE AND TO HOLD the premises above described, together with all rights and claims of Homestead Exemption and of Dower of the said part ~~first~~ of the first part, ~~and~~ their heirs, executors, administrators or assigns therein, with all the privileges, rights, hereditaments and appurtenances to the said premises and homestead exemption and dower in anywise appertaining and belonging to said THE DEMING INVESTMENT COMPANY, and to its successors and assigns forever: Provided, nevertheless, and these presents are made by said part ~~first~~ of the first part upon the following covenants and conditions, to-wit:

FIRST - The said first of the first part, for herself and her heirs, executors and administrators covenant...to and with said party of the second part, that she is lawfully seized in fee of the premises herobly conveyed, and that she has a good right to sell and convey the same as aforesaid; and that the said premises are clear from all incumbrances; that she will, and her heirs, executors and administrators shall forever warrant and defend the title to the said premises against the lawful claims and demands of all persons whomsoever.

SECOND.—That they will pay to said second party or order Eight hundred and 00/100 DOLLARS with interest thereon from March 1st 1928, until paid at the rate of 5 1/2 per cent. per annum, payable semi annually, on the first day of March in each year, and in accordance with certain promissory note 50 of the said party or order.

THIRD. And it is further agreed by the said first party hereto that during the continuance in force of this instrument, the said first party agrees to pay all taxes, charges or assessments, general or apportioned, that may be levied upon said real estate by the authority of the town, village or city in which said real estate is situated, or any part thereof when the same shall become by law due and payable, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or his legal representatives and assigns; to pay all taxes levied upon said mortgage; and the said mortgagors hereby are not entitled to any offset against the sums hereover secured for taxes so paid; and that the first party will exhibit once a year, on demand, receipts of the proper persons to said second party of the amount of such taxes so paid, and in addition to the above covenants and agreements, the said first party hereto do hereby agree to keep the said premises free from mechanic's liens and other claims and encumbrances, and to defend the security hereunder against any adverse claimant or intervenor claiming an interest.

and all other liens, and to preserve and maintain the security hereunder against any adverse, superior or intervening claim or interest.

FOURTH: The said first party agrees to keep all buildings, fences, sidewalks and other improvements said real estate in as good repair and condition as the same are in at this date, and to permit no waste, and to pay to the said second party the principal and interest on the said mortgage due and payable. Said first party further agrees that it will at no time permit any part of the premises to be used in the conduct of any illegal or disreputable business, or such as will tend to injure or cause undue deterioration or unfitness of said premises for general business or residence purposes; that it will permit no unnecessary accumulation of combustible material upon said premises; that it will constantly keep in proper order all pipes, connections, fixtures and attachments of every kind relating to the plumbing for and use of natural or manufactured gas, or both, water supply and sewerage, furnaces, steam pipes and boilers, so as to prevent damage or undue risk to the property and persons thereon, and properly insulated; the party or the second party reserving for himself and his representatives the right to enter upon the premises at any reasonable hours and as often as may be necessary to see that the premises are kept in proper repair and condition.

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SIXTH — And it is further stipulated, that in case the said party of the first part shall make default in payment of the taxes or assessments against said real estate, as, and at the times required by law, or in keeping said buildings insured, as aforesaid, then the said second party or his legal representative may pay such taxes and assessments and effect such insurance, and the amount so expended thereof, with interest at the rate of 10 percent per annum, shall be repaid by the said first party from date of such expenditure until paid, and with the penalties and rate of interest fixed by law on such arrears, shall be considered a sum due by the said first party to the said second party.

repayment of which is intended to be hereby secured. The undersigned hereby covenants and agrees that the makers of said note or notes shall fall to pay any of said money either principal or interest, whenever the same shall come due, or in case the said first party shall become bankrupt, or be adjudged an insolvent, or be otherwise financially embarrassed, or be otherwise unable to pay the same, or if the said first party shall commit any default in the performance of the obligations herein contained, or if the said first party shall fail to comply with any of the covenants contained in this mortgage, the whole sum of money herein secured may, at the option of the holder of the note hereby secured, and at its, his or her option only, and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, together with the attorney's fees in case of protest; and said second party, its successors or assigns, or any legal holder hereof, shall at once, upon the filing of a bill for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises, and may at once take possession, and receive and collect rents, issues and profits thereof. For value received, the first party hereby waives all benefits of the Statute in that behalf made, and covenants and agrees that the contract embodied in this mortgage and note shall be deemed to be made in full compliance with the provisions of said Act, and that the same shall be deemed to be made in full compliance with the laws of the State of Oklahoma at the date of their execution.

secured hereby shall in all respects be governed, construed and adjudged according to the laws of the State of Oklahoma at the date of their execution.

EIGHTH—And said first party further expressly agrees that in case of a foreclosure of this Mortgage, and as often as any proceedings shall be taken to foreclose same, as herein provided, the first party will pay to the said plaintiff a reasonable attorney's or solicitor's fee therefor, in addition to all other legal costs and statutory fees, and hereby agrees that \$500.00 is a reasonable solicitor's fee, and fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said premises described in this mortgage.

NIN RD. It is further stipulated and agreed by the first party that the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to a receiver appointed by the court to take possession and control of the premises described herein, and to collect the rents and profits thereof, under the directions of the court, without the proof required by statute the amount so collected by such receiver to be applied, under the directions of the court, to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage. The foregoing covenants and conditions

being kept and performed, this conveyance to be void; otherwise of full force and virtue.

TENTH.—It is expressly stipulated that upon default herein suit to foreclose this mortgage may be brought in county where real estate mortgaged is situated, regardless of residence of mortgagors, or either of them, and all objections to venue of such suit are hereby expressly waived.

ELEVENTH.—In construing this mortgage the words "first party" shall be held to mean the persons named in the preamble as parties of the first part, jointly and severally.

IN Testimony Whereof, The party of the first part has herunto subscribed their names and affixed their seals.

WITNESSES:		Octavia Orvina	Seal
} D. B. Crewson E. A. Crewson	}	A. B. Orvins	Seal
			Seal
			Seal

STATE OF OKLAHOMA,
Culca County. } ss.
Before me, D. B. Crewson _____ a Notary Public, in and for
said County and State, on this 12 day of February, 1918, personally appeared Orlavia Owens
A. B. Owens, Wife and Husband
to me known to be the identical person 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. Witness my hand and official seal the day and year last above set forth.
(Seal)
My commission expires Sep 27-1910. _____ D. B. Crewson _____ Notary Public.

STATE OF OKLAHOMA, } ss. Before me, _____ a Notary Public, in and for
County, }
said County and State, on this _____ day of _____, 19____, personally appeared _____
and _____
to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as
free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and official seal the day and year last above set forth.

My commission expires _____ Notary Public.