| mossiff . | STATE OF OKLAHOMA, }ss. |
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| I A GO SINGER | 29 day of Office this A. D. 19 08, at 2 o'clock |
| | R. M., and recorded in Book 21 of Mortgages, on page 144 |
| THE DEMING INVESTMENT COMP | (Seal) St. Walkley. Register of Deeds. |
| THE DEMING INVESTMENT COMP | Deputy. |
| know all Men by these Presents, That on the | is If any of a first 10. The |
| The aiffe and Evan I Migh his. | |
| consideration of the sum of Oul Thous | Ocunty, and State of Oklahoma, part confer fart, in DOLLARS |
| mortgaged and hereby mortgage unto the said THE DEMING | OMPANY, of Oswego, Kansas, party of the second part, the receipt whereof is hereby acknowledged, have INVESTMENT COMPANY, its successors and assigns, the following premises, situated in the County of |
| in the Statissues and profits thereof, and more particularly bounded and des | e of Oklahoma, with all the improvements thereon and appurtenances thereto belonging, together with rents, cribed as follows, to-wit: |
| Led intelled | es (9) in Block four (4) of the T.T.T. |
| you again (s) and mu | e (7) in user four (4) of me 1. fil. |
| Eddition to the Eiler | Cula. |
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| | entre per la companya de la company La companya de la co |
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| according to the official plat thereof, and warrant the title to the s | NOTE: |
| And it is hereby mutually agreed that in case the party of t Government, or in any Court, in order to preserve or protect the | hensecond part or its assigns should hereafter appear in any of the land departments or offices of the General 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 Exemption and of Dower of the said part ill. of the first part, appurtanances to the said premises and homestead exemption and | he second part or its assigns should hereafter appear in any of the land departments or offices of the General title hereinbefore warranted, all costs and expenditures made in that behalf shall be added to the amounts HAME AND TO HOLD the premises above described, together with all rights and claims of Homestead there, executors, administrators or assigns therein, with all the privileges, rights, hereditaments 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 Letted the first part upon the following covenants and conditions, to-wit: |
| incumbrances: that their will, and their, heirs, executors and administ | conveyed, and that he/ ha 2 good right to sell and convey the same as aforesaid; that the said premises are clear from all rators shall forever warrant and defend the tille to the said premises against the lawfulciains and demands of all persons whomseever. |
| SECOND.—That they will pay to said second party or order with integest thereon from the second party or order 19, 19, 19, 19, 19, 19, 19, 19, 19, 19, | notificated at the rate of per cent, per cent, per annum, payable annually, on the first day of |
| of the first part, with coupons attached, of even date herowith. THIRD. And it is further agreed by the said first party herete that durithth may be levied upon said real estate by the authority of the town, village or | In each year, and in accordance with a continuous certain promissory note |
| and assessments of every kind and character levied upon the interest therein of shall not be entitled to any off-set against the sums hereby secured for taxes so successors or assigns, showing payment thereof, until the indebtedness here and all other liens, and to preserve and maintain the secontriby becomander grainst | t his mortgages or his legal representatives and assigns; to pay all tares levied upon said mortgage; and the said mortgagers alid; and that first party will exhibit once a year, on domand, receipte of the proper persons to said party of the second part, lis by secured shall be fully paid. The said first party further agrees to constantly keep the said premises free from mechanics' liens any adverse, superior or intervening claim or interces. |
| FOURTH—The said first party agrees to keep all buildings, fences, side waste, and especially no cutting of starabbery, fruit or shade trees; and the comwill at no time permit any part of the premises to be used in the conduct of any business; mandatuse automatically account and the conduct of any | walks and other improvements on said real estate in as good repair and condition as the same are in at this date, and to permit no mission of waste shall, at the option of the mortgage, render this mortgagedue and payable. Add first party further agrees that it fillegal or disreputable business, or such as will lead to injure or cause undus deterioration or unfitness' of said premises for general n of combustible material upon said bregises; that it will constantly keep in proper order all bipse, connecious, fixtures and |
| attachments of every kind relating to the plumbing for and use of natural or ma property thereby, and will keep all electric light wires and connections in safe o and inspect the promises at any reasonable hours and as often as hoor they may | nutatured ges, or both, water supply and sewerage, furnaces, steam places and bollers, as as to prevent damage or undue risk to the notifion and properly insulated; the party of the second part reserving for himself and his representatives the right to enter upon desire. |
| I ollars, in insurance companies approved by said second party, for not less that additional security for the payment of said promissory note and the interest to said party of the second part; and that in the event of the failure, egglect or, ref | a three-year term, and to at once deliver the insurance policies, properly a signed, of plodged to said second party as collateral and corne thereon, as well as for the payment of all such sums of moies as may have been advanced and paid, as berein provided, by usal of said first party to so insure the buildings, or to reinsure the same, and deliver the policies properly assigned or pledged to the |
| said second party, before noon of the day on which any of such philities shall ex amount; and the said senond party may sizn all papers and applications necessa- under such nolley or philities, the said second party shall have, and is hereby spe of the said first party, and a a gent and attorney in fact, sign and endorse all vo | pire, then said second party is notedy authorized, and employered by uses presents, to insure of resulted said and insurance, but the many place and stead of the said first party. And it is further agreed that in the event of loss solideally given, full power to domand, receive, ordicat and settle the same, and for that purpose may, in the name, place and stead unders, receipts and drafts that shall be necessary to procure the money thereunder, and to apply the amount so collected toward |
| the payment of the indebtedness hereby secured, and to ussign any and all polyment or his assizes, my effect such insurance as a hereby selection agreed, paying the so paid, with interest thereon from the time of payment at the rate of 10 per one self one and interest regunder. It is hereby further stimulated and a great that | illused or disreputable business, or such as will tend to injure or nones undue deterioration or untituess of said premises for general not combustible material upon said premises for it will constantly keep in proper order all hipse, connections, fixtures and notatured gas, or both, water supply and sewerage, furnaces, steam pipes and bollers, so as to prevent damage or undue risk to the notificing of properly insulated; the party of the second partreasering for himself and his presentatives the Tight to enter upon desired. desired, as the premises againsticated, the party of the second partreasering for himself and his properly assigned, or pledged to said second partry as collateral and increase thereon, as well as for the payment of all such sums of money as may have been advanced and paid, as berein provided, by usual of said first party, to so insure the buildings, orto release to same, and deliver the policies properly assigned or pledged to the pire, then said second party is hereby authorized and empowered by these presents, to insure or releaser said buildings for said ry to obtain such insurance, in the name, place and stead of the said first party. And it is further great that in the event of loss building given, full power to demand, receive, collect and settle the same, and for that purpose may, in the name, place and said unders, receipts and tradition that his he necessary of a general man by the performed as dorsaid, then said party of the second costs thereof; and may also pay the final judgment for statutory lien olsims, lockuling all costs; and for the repayment of all money they may and be semi-annually, these presents shall be as security, in like manner and with like effect as for the payment of a very insurance palloy issued on the premises covered by this mortgage during the existence of said mortgage, shall be assigned as and whether the same hard when several the manner and what he for the repayment of the tavers or assessments against said rend estatic as, and at the times required |
| collatoral seourily to the party of the second part, or assigns, as above provided to the extent of their interest as mortgages in said premises SIXTH—And it is further slipulated, that in ease the said party of the fit | , and whether the same have been actually assigned or not, the same shall, in case of less, be payable to said second party or assigns sat part shall make default in payment of the taxes or assessments against said roal estate, as, and at the times required by law, or in early repeatative may pay such taxes and assessments and effect such insurance, and the amount so expended therefor, with expenditure until paid, and with the penalties and rate of interest fixed by law on such taxes, shall be considered a sum the |
| Reeping said obtaining insared, as aftersaid, with the said second party of inside interest at the rate of ill per cent on sams paid for insarance from date of such repayment of which is intended to be hereby secured. SEVENTIL—Said first party further agrees, that if the makers of said in | gar in the considered a sum the corporation of the considered a sum the corporation will paid, and with the penalties and rate of interest fixed by I naw on such taxes, shall be considered a sum the case of the considered a sum the case of the considered as sum the case of th |
| party shall commit waste up in said premises, or suffer the same to be don't not at the option of the holder of the noie hereby scoured, and at its, lis or her opti- the whole of said money, interest and overs, together with the statutory damage for the foreclosure of this mortgage, he forthwith entitled to the immediate poss- | eon, or to contorn to or coordings with any of the covenants contained in this mortgage, the wholesalist money letter secured may, and this mortgage, the wholesalist money letter secured may is in oas of protest; and said second party, he successors or assigns, or any legal holder hereof, shall at once, upon the filling of a bill season of the above described premises, and may at once take possession, and revelve and collect rents, issues and profits thereof. |
| For value recoived, the first party hereby wa vis all binefits of the stay, valuades secured hereby shall in all respects be governed, construed and adjudged according EIGHTH.—And said first party further expressly agrees that in case of a | on and appraisement laws of the State of Okiahoma; and do further agree that the contract embodied in this mortgage and not ing to the laws of the State of Okiahoma at the date of their execution. The contract mortgage, and as often as any proceedings shall be taken to foreclose same, as herein provided, the first party will taken to foreclose same, as herein provided, the first party will taken to foreclose same, as herein provided, the first party will take the foreclose same, as herein provided, the first party will take the foreclose same, as herein provided, the first party will take the foreclose same, as herein provided, the first party will be the foreclose same, as herein provided, the first party will be the first party will be the first party and the first party will be the f |
| to take possession and control of the premises described herein, and to collect to | onlibe a further charge and lion upon the said premises described in this marigage. The institution of proposedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court, as route and profits thereof, under the difference of the court, without the proof required by statisty, the amount so collected by |
| being kept and performed, this conveyance to be yold; otherwise of full force an TENTH.—It is expressly stipulated that upon default berein suit to force cliber of them, and all objections to venue of such suit are hereby expressly wal | expenditure until paid, and with the penalties and rate of interest fixed by law on such taxes, shall be considered a sum the tax oncess shall fail to pay any of said money either principal or interest, whenever the same becomes due, or in case the said first end, or to comply with any of the covenants contained in this mortgage, has whole sum of money herein secured may, or only and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed immediately for a local source of security of the securi |
| ELEVENTH.—In construing this mortgage the words "first party" shall TWELFTH—Said first party agrees to pay for recording the release of ti In Testimony Whereof, The party of the first part has hereu | no nena o mean oue persons names m use preamore as parties of the first part, jointly and severally. Is mortage, whos name is paid. Ito subscribed their names and affixed their seals. |
| WITNESSES: | San San |
| Phladay Call | Sin L'Olph Sin |
| foll Madows | |
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| STATE OF OKLAHOMA, Ss. | 1 1 1 7 7 7 7 |
| said County and State, on this Sunday of day of | ore me, a Notary Public, in and for |
| The St. Marke | and text of the bushand and will. |
| | a and foregoing instrument, and acknowledged to me that executed the same as set forth. Witness my hand and official seal the day and year last above set forth. Notary Public. |
| My commission expires flattered life 2 1911 | Notary Public, |
| STATE OF OKLAHOMA, County. | re me, |
| said County and State, on this day of day of | 19 personally appeared and |
| to me known to be the identical person —who executed the within free and yoluntary act and deed for the uses and nursous therein | and foregoing instrument, and acknowledged to me that executed the same as est forth. Witness my hand and official seal the day and year last above set forth. |
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