

A. B. Owens et al Trs.
The Fidelity Mutual Life Ins. Co.
40-
THE DEMING INVESTMENT COMPANY

STATE OF OKLAHOMA, } ss.
Adair County. }
 8 day of *June*
 M., and recorded in Book *27*
 (Seal)

Know all Men by these presents, That on this 28th day of May, 1908, A.D. Quinn R. M.
Erwin and William Gentry, Trustees of First Baptist Church of Tulsa
 of Tulsa County, and State of Oklahoma, parties of the first part, in

consideration of the sum of Eighty Dollars DOLLARS
to them in hand paid, by THE OKLAHOMA INVESTMENT COMPANY, party of the second part, the receipt whereof is hereby acknowledged, have
mortgaged and hereby mortgage unto the said THE OKLAHOMA INVESTMENT COMPANY, its successors and assigns, the following premises, situated in the County of
 Tulsa 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: all of Lot 21 (16) and the northern

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: *All of Lot Six (6); and of the northerly fifty (50) feet of Lot Five (5) of Block one hundred and thirty eight (138) in the original town of Tulsa more fully described as follows: Beginning at the north westerly corner of said lot five (5); Thence north easterly one hundred and forty (140) feet to the north easterly corner of said lot five (5); Thence along the easterly line of said lot five (5); south easterly fifty (50) feet; thence at right angles and parallel with the northerly line of said lot five (5) south westerly one hundred and forty (140) feet to the westerly line of said lot five (5); Thence along said line north westerly fifty (50) feet to the place of Beginning.*

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 ~~of~~ ^{ies} of the first part, ~~their~~ ^{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~~ ^{THE} ~~debtor~~ ^{debtor} ~~Mutual Improvement~~ ^{Mutual Improvement} COMPANY, and to its successors and assigns forever: Provided, nevertheless, and these presents are made by said part ~~of~~ ^{ies} of the first part upon the following covenants and conditions, to-wit:

FIRST—The said part ~~of~~ of the first part, for John A. Silva and Adrian A. Silva, heirs, executors and administrators covenant to and with said party of the second part, that they lawfully seized in fee of the premises herby conveyed, and that They ha MS good right to sell and convey the same as aforesaid; that the said premises are clear from all incumbrances; that they will, and their 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 Thousand DOLLARS with interest thereon from January 1, 1906 until paid at the rate of 6 per cent. per annum, payable semi-annually, on the first day of each year, and December in each year, and in accordance with one certain promissory note of the said party.

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 special, 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 mortgagee shall not be entitled to any offset against the sums hereby secured for taxes so paid, and that the said first party hereto shall be bound to pay all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or his legal representatives and assigns, allowing payment of the same to be made by the mortgagee or his legal representatives and assigns, and the mortgagee hereby secured shall be fully paid. The said first party further agrees to constantly keep the said premises free from mechanics' liens and all other claims and maintain the security hereunder against any adverse, superior or intervening claim or interest.

[illegible]

and inspect the premises at any reasonable hours and as often as he or they may desire.

It is hereby agreed that the premises covered by this mortgage are insured against loss by fire, lightning and wind storm in the amount of \$_____ by the _____ Insurance Company of _____, in accordance with the following conditions:

1. In insurance companies approved by said second party, for not less than a three-year term, and to at once deliver the insurance policies, properly assigned, or pledged to said second party as collateral and additional security for the payment of said promissory note and the interest to secure thereon, as well as for the payment of all such sums of money as may have been advanced by said second party to the first party, and that in the event of loss, the proceeds of such policies shall be paid to said second party, and that the said second party is hereby authorized and empowered by these presents, to insure or reinsure said buildings for said amount; and the said second party may send all papers and applications necessary to obtain such insurance, in the name, place and stead of the said first party. And it is further agreed that in the event of loss under such policy or policies, the said second party shall have, and is hereby specifically granted, the right to collect the proceeds of such policies, and to apply the amount so collected toward and to pay the principal and interest on the said promissory note, and to assign any and all policies of insurance to subsequent owners; and if any of said agreements be not performed as aforesaid, then said party of the seconded shall be bound to pay the said sums of money to the first party, and to pay the cost thereof, and may also pay the final judgment for attorneys' fees, and the costs of suit, and interest thereon. It is hereby further stipulated and agreed that every insurance policy issued on the premises covered by this mortgage during the existence of said mortgage, shall be assigned as collateral security to the party of the second part, or assigns, as above provided, and whether the same have been actually assigned or not, the same shall, in case of loss, be payable to said second party or assigns.

SIXTH—And it is further stipulated, that in case said third party or 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, and at the times required by law, or in paying any other taxes or assessments against said real estate, or in making any repairs or improvements upon said real estate, or in doing any thing which may be required by law, or in doing any thing which may be required by the court having jurisdiction of the premises, then and in such event, the sum of ten thousand dollars (\$10,000) shall be paid by said third party or his legal representative may pay such taxes and assessments and effect such insurance, and the amount so expended therefor, with interest at the rate of five per cent on sums paid for insurance from date of such expenditure until paid, and with the penalties and rate of interest fixed by law on such taxes, shall be considered a sum the repayment of which is intended to be hereby secured.

[illegible]

BEIGHTH.—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 \$5,500..... is a reasonable solicitor's fee, said fee to be paid by the first party to the said plaintiff at the time and place specified in the said mortgage, and the time shall be a further charge and lien upon the said premises described in this mortgage.

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.

NINTH.—It is further stipulated and agreed by the first party that upon the institution of a foreclosure suit, the second party shall be entitled to have a receiver appointed by the court to take possession and control of the premises described in this mortgage, and the 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and names, and caused their signatures to be subscribed, at the County of _____, State of _____, on this _____ day of _____, 19____.

TEN TH.—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.

Twelfth—Said first party agrees to pay for recording the release of this mortgage when same is paid.

WITNESSES: First Baptist Church, Tulsa Okla.

WITNESSES:

[Illegible text]

M. Slaughter J. R. Wood	}	A. B. Burns Trustee	Seal
		R. M. Erwin Trustee	Seal
		William Quarry Trustee	Seal

STATE OF OKLAHOMA, } ss.
Delaware County, }
 said County and State, on this 28 day of May, 1928, personally appeared A. D. Brown & R. M. Evans
and William Owens Trustees of First Baptist Church of Tulsa Oklahoma
 to me known to be the identical persons 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 Sept 27th 1930
A. D. Brown Notary Public.

STATE OF OKLAHOMA,
Owasa County, ss. Before me, W. B. Riddison a Notary Public, in and for
said County and State, on this 3rd day of June, 1918, personally appeared A. B. Owens, R. M. Esmin
and William Owens, Charles F. Fin at Baptist Church of Owasa, Oklahoma
to me known to be the identical persons 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 November 25th 1911. W. B. Riddison Notary Public.