

W. Sanford Kelly,
and Elsie A. Kelly
TO
The Denning Div. Co

Fees, \$

WITNESSETH, that the said part 122 of the first part, in consideration of the sum of

Lot numbered three (3) in block numbered two (2) in
Kirkwood place addition to City of Tulsa

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, with the appurtenances, rents, issues and profits and also the estate, title and interest of said part 1st of the first part therein. And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof _____

This Grant is intended as a Mortgage to secure the payment of the sum of-

..Dollars, payable as follows, to-wit:

\$ 27. ⁵⁰ <i>Jany</i>	1st, 10.09;	\$ 27. ⁰⁰ <i>Judy</i>	1st, 10.09;	\$ 37. ⁰⁰ <i>Jany</i>	1st, 10.10
\$ 37. ⁵⁰ <i>Judy</i>	1st, 10.10;		1st, 10		1st, 10

at the office of THE DEMING INVESTMENT COMPANY, Oswego, Kansas, according to the terms of ~~the~~ certain promissory note ~~made~~ this day executed and delivered by said party of the first part, and the terms of the second part, and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof or interest thereon when due, or the taxes, or if any installment of principal or interest of any mortgage or lien prior to this are not paid when the same are due and payable, or if the insurance is not kept in force thereon, then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for said party of the second part, or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, to the highest bidder, and out of all the moneys so realized, to pay and discharge the principal and interest, taxes and charges thereon, and the costs of said sale, and the balance of the proceeds, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand to the said party of the first part, heirs or assigns.

And said mortgagor do further expressly agree ~~that~~ that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the same, as herein provided, the mortgagor do will pay to said plaintiff fifty dollars as a reasonable attorney's or solicitor's fee therefor, in addition to all other legal costs and statutory fees, said 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, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected and the lien hereof enforced in the same manner as the principal debt hereby secured. 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.

IN WITNESS WHEREOF, The said part ^{ies} of the ~~second~~ part ha ^{ve} hereunto set ~~their~~ hand and seal the day and year first above written.

Signed, and delivered in the presence of

James F. McCoy }
J. Eddy: }

Elie R. Kelly (SEAL.)
W. Sanford Kelly (SEAL.)

STATE OF OKLAHOMA,
Tulsa County, ss. Before me, Jessie F. Welch a Notary Public in and for
said County and State on this 29th day of July 1918, personally appeared Chas. A. Kelly
and W. Sanford Kelly, husband to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to
me that they ^{had} 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,
My Commission expires November 21 1911. (Seal) James H. McCoy Notary Public.

For and in consideration of the sum of _____ DOLLARS,
to _____ in hand paid, the receipt of which is hereby acknowledged _____ do hereby transfer to _____
the within mortgage and note _____ thereby secured, without recourse.

IN WITNESS WHEREOF, have hereunto set hand this day of 19.....

State of _____ County, ss.
On this _____ day of _____, 19____, before me, a Notary Public in and for said County, personally appeared _____ who is to me personally known to be the identical person _____ who executed the foregoing assignment, and duly acknowledged the execution of the same to be his voluntary act and deed for the uses and purposes therein expressed.

My Commission expires A. D. 19 Notary Public.