

MORTGAGE

25

This instrument was filed for record in my office on the 25 day of Feb. A.D. 1909 at 10³² o'clock P. M., and duly recorded in Book 39 of Vol. 1 on Page 585.

Myrtle M. Chamagne
TO
W. E. Dunaway

W. E. Dunaway Register of Deeds.
seal Deputy.

Fees, \$

This Indenture, Made this second day of February in the year of our Lord One Thousand Nine Hundred and nine (1909), between Myrtle M. Chamagne (single woman of legal age) of the County of Tulsa and State of Oklahoma, of the first part, and W. E. Dunaway of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of two hundred twenty five Dollars, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do Grant, Bargain, Sell and Mortgage to the said party of the second part or assigns forever, all that tract or parcel of land situated in the County of Tulsa in the State of Oklahoma, described as follows, to-wit:

Lot five (5) in Block One (1) in Kirkwood Addition City of Tulsa

of the Indian Meridian, containing in all 0 acres, more or less, according to the Government survey thereof.

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 all the estate, title and interest of said party of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof she is

the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, and will Warrant and Defend the title to the same, and that the same is free and clear of all incumbrances of whatsoever kind except a certain mortgage for \$ 1500.00 given to THE DEMING INVESTMENT COMPANY.

This Grant is intended as a Mortgage to secure the payment of the sum of two hundred twenty five

Dollars, payable as follows, to-wit:
\$ 56.25 Spt. 1st, 1909; \$ 56.25 mch. 1st, 1910; \$ 56.25 Spt. 1st, 1910
\$ 56.25 march 1st, 1911; \$ 56.25 1st, 1912; \$ 56.25 1st, 1913

at the office of THE DEMING INVESTMENT COMPANY, Oswego, Kansas, according to the terms of certain promissory notes this day executed and delivered by the said party of the first part to the said party 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, its successors or assigns; and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon, and interest on delinquent taxes at the rate fixed by law, 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 or heirs or assigns.

And said mortgagor further expressly agree 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 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 party of the second part has hereunto set her hand and seal the day and year first above written.

Signed, and delivered in the presence of

W. E. Dunaway }
Myrtle M. Chamagne (SEAL.)
W. E. Dunaway (SEAL.)

STATE OF OKLAHOMA,

Tulsa County, ss. Before me, Nellie L. Cook, a Notary Public in and for said County and State on this 5th day of February 1909, personally appeared Myrtle M. Chamagne and W. E. Dunaway to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her 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 11, 1912, Nellie L. Cook, Notary Public.

ASSIGNMENT.

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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, on the day and date last above written.

My Commission expires _____ A. D. 19____, _____ Notary Public.