

MORTGAGE.

This instrument was filed for record in my office on the 6 day of April, A.D. 1912, at 11 o'clock A. M., and duly recorded in Book 38 of Index on Page 589.

Rachel C. Brady
and W.T. Brady
to
W.E. Dunaway

(Seal) N. Calkley Register of Deeds.
Deputy.

Fees, \$

This Indenture, Made this third day of April in the year of our Lord One Thousand Nine Hundred and nine (1909) between Rachel C. Brady and W.T. Brady her husband of the County of Greene and State of Oklahoma, of the first part, and W.E. Dunaway of the second part.

WITNESSETH, that the said part 1st of the first part, in consideration of the sum of One Thousand and 00/100 Dollars, to them duly paid, the receipt of which is hereby acknowledged, ha ve 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:

The northerly one hundred (100) feet of Lot numbered One (1) and nine (9), of Block numbered sixty (60), more particularly bounded and described as follows, to-wit: Commencing at the northeasterly corner of Lot One (1) and nine (9) one hundred forty (140) feet to the northeasterly corner of said Lot nine (9), thence at right angles southerly along the westerly line of Lot nine (9) one hundred (100) feet, thence at right angles easterly parallel with the northerly line of Lot One (1) and nine (9) one hundred forty (140) feet to the easterly line of Lot One (1), thence at right angles northerly along the easterly line of Lot One (1) one hundred (100) feet to the place of commencement

of the Indian Meridian, containing in all more or less, according to the original plat 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 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 they are

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 \$ 10,000 given to THE DEMING INVESTMENT COMPANY.

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

Dollars, payable as follows, to-wit:

\$ 250.00 October 1st, 19 09; \$ 250.00 April 1st, 19 10; \$ 250.00 October 1st, 19 10.
\$ 250.00 April 1st, 19 11; \$ 1st, 19 1st, 19

at the office of THE DEMING INVESTMENT COMPANY, Oswego, Kansas, according to the terms of certain promissory note of this day executed and delivered by the said part 1st 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 part 1st of the first part therein heirs or assigns.

And said mortgagor do 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 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 1st of the second part ha ve hereunto set their hand and seal at the day and year first above written.

Signed, and delivered in the presence of

J. E. Eddy

J. F. McCoy

Rachel C. Brady (SEAL.)

W.T. Brady (SEAL.)

STATE OF OKLAHOMA,

Tulsa County, ss.

Before me, Nellis L. Cook

a Notary Public in and for

said County and State on this 3rd day of April, 1912, personally appeared Rachel C. Brady and W.T. Brady her husband to me known to be the identical persons 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.

My Commission expires November 11, 19 12.

Nellis 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.