

Rachel C. Brady X H.

TO

W. E. Dumasway

This instrument was filed for record in my office on the May 28 day of May A. D. 1929 at 11 o'clock A. M. and duly recorded in Book _____ of _____ on Page _____

H. H. H. Register of Deeds.

Deputy. Seal

Fees, \$ _____

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

WITNESSETH, that the said part is of the first part, in consideration of the sum of One Thousand 70 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 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) thence running westerly along the northerly line of said Lot one(1) and nine(9) one hundred forty (40) feet to the northwesterly 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 (100) feet to the easterly line of Lot one(1), thence at right angles southerly along the easterly line of Lot one(1) one hundred (100) feet to the place of beginning in the City of Tulsa, 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 part is of the first part therein. And the said part is of the first part do hereby covenant and agree that at the delivery hereof

they are the lawful owner s of the premises above granted and seized of a good and indefensible 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 \$ 100.00 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:

\$ 25.00 October 1st, 1929; \$ 25.00 April 1st, 1930; \$ 25.00 October 1st, 1930
\$ 25.00 April 1st, 1931; \$ _____ 1st, 19 _____; \$ _____ 1st, 19 _____

at the office of THE DEMING INVESTMENT COMPANY, Oswego, Kansas, according to the terms of certain promissory note s this day executed and delivered by the said part is 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 is of the first part 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 part is of the second part ha ve hereunto set their hands and seal s the day and year first above written.

Signed, and delivered in the presence of

J. M. Cook

Rachel C. Brady (SEAL.)

W. E. Brady (SEAL.)

STATE OF OKLAHOMA, } ss.
Tulsa County.Before me, V. D. Pusini

said County and State on this 23 day of May 1929 personally appeared Rachel C. Brady and W. E. Brady her husband to me known to be the identical person s 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.

My Commission expires March 14 1932 seal V. D. Pusini 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.

State of Oklahoma & County certify that this instrument was filed for record in my office April 6-1929 at 11 o'clock A.M. recorded in Book 29 of Page 577 is the authentic copy of the original of the above instrument.