

TREASURER'S ENDORSEMENT

I hereby certify that I received \$100 and issued
 Receipt No. 7252 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 22 day of Jan 1923
 WAYNE L. DICKEY, County Treasurer
af
 Deputy

219792 - BH COMPARED

MORTGAGE
(Oklahoma)

This indenture, made this 15th day of January, in the year of our Lord one thousand nine hundred and twenty three, between Fred N. Smith and Lillie May Smith, husband and wife of the County of Tulsa, and State of Oklahoma, of the first part, (hereinafter called first party) and The Deming Investment Company, of Oswego, Kansas, of the second part,

Witnesseth: That the said party in consideration of the sum of twenty five hundred twenty seven & 15/100 dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage, to the said party of the second part, its successors 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) Block fifteen (15) of Broadmoor addition
 to the City of Tulsa

according to the Government survey thereof, with the appurtenances, rents, issues and profits and all the estate, title and interest of said first party herein, And the said first party/hereby covenants and agree that at the delivery hereof they are the lawful owners 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 encumbrances of whatsoever kind except a certain mortgage for \$6400.00 given to The Deming Investment Company.

This grant is intended as a mortgage to secure the payment of the sum of twenty five hundred twenty seven & 15/100 dollars, payable as follows, to-wit:

\$655.15 - August 1st, 1923.

\$636.00 February 1st, 1924.

\$624.00 - August 1st, 1924

\$612.00 February 1st, 1925,

at the office of The Deming Investment Company, Oswego, Kansas, according to the terms of four certain promissory notes this day executed and delivered by the said first party to the said party of the second part.

The first party agrees to commit or permit no waste; to pay all taxes or assessments against said land or any interest therein before they become delinquent; to provide insurance satisfactory to the second party in the sum of Twelve Thousand dollars, the loss, if any, to be payable first to the holder of the mortgage to which this lien is subject, second, to the holder hereof as its interest may appear; to pay the interest secured by any prior liens or encumbrances on said property before it becomes delinquent; to pay the principal secured by any prior liens or encumbrances on said property before the same becomes delinquent; to procure release of or pay any adverse claims, liens, charges or encumbrances against said property; and in case of the neglect or refusal of first party to perform any of the agreements herein, said second may effect such agreements without waiving the breach of the foregoing conditions, and the sum so paid shall be immediately repaid with ten per cent interest thereon from date of payment, and shall be an additional lien upon said property secured by this mortgage.

If said notes be paid when due and all the agreements made herein be faithfully kept and performed, then this mortgage shall be released at the cost of the mortgagors, but if default be made in the payment of any of said notes or in the performance of any of the covenants, agreements, terms or conditions herein, or if at any time any law of this State shall be enacted imposing or authorizing the imposition of any tax upon this mortgage, except the mortgage registration tax, or upon the debt secured hereby, or upon the