

TREASURER'S ENDORSEMENT

I hereby certify that I received \$104 and issued
 Receipt No. 1322 in payment of mortgage
 tax on the within mortgage.

Dated this 23 day of Jan 1923

WAYNE L. DICKEY, County Treasurer

219934 - BH

COMPARED

MORTGAGE.

Deputy

This indenture, made this 24 day of November, in the year of our Lord one thousand nine hundred and twentytwo, between R. L. Cummings and Ada Cummings, his 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 one hundred fifty 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:

The south east quarter of southeast quarter of section
 twenty (20) and north east quarter of northeast quarter of
 section twenty nine (29) in township seventeen (17) north,
 range thirteen (13) east. Except one and one-half (1½)
 acres used for school purposes,

of the Indian Meridian, containing in all 78½ acres, more or less, 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 does hereby covenant 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 incumbrances of whatsoever kind except a certain mortgage for \$2000.00 given to The Deming Investment Company.

This mortgage is intended as a mortgage to secure the payment of the sum of one hundred fifty dollars, payable as follows, to-wit:

\$75.00 Jan. 1st. 1924.

\$75.00 Jan. 1st, 1925.

at the office of The Deming Investment Company, Oswego, Kansas, according to the terms of two 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 hundred 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 incumbrances on said property before the same becomes delinquent; to procure release or pay any adverse claims, liens, charges of encumbrances against said property; and in case of the neglect or refusal of first party to perform any of the agreements herein, said second party may effect such agreements without saving 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 rendering by any court of competent jurisdiction of a decision that the