

224047 C. J.

I hereby certify that the above is a true and correct copy of the original as filed in my office.
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OKLAHOMA Farm MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, that on this 19th day of February 1923 Cyrus S. Avery and Essie M. Avery husband and wife of Tulsa County, and State of Oklahoma, party of the first part, in consideration of the sum of Six Thousand DOLLARS to them in hand

paid by THE DEMING INVESTMENT COMPANY, of Oswego, Kansas, party of the second part, the receipt whereof is hereby acknowledged, have Mortgaged, and hereby mortgage, unto said THE DEMING INVESTMENT COMPANY, its successors and assigns, the following described premises, situated in the County of Tulsa in the State of Oklahoma, with all the improvements thereon and appurtenances thereunto belonging, together with rents, issues and profits thereof, and more particularly bounded and described as follows, to-wit:

North Half of Southwest quarter and South west quarter of South west quarter
 and North half of Southeast quarter of Southwest quarter of Southeast of
 Southwest quarter of Section Twenty Five (25) Township Twenty (20) North
 Range Thirteen (13) East Less Railroad right of way,
 of the Indian Meridian, containing in all 138.14 acres, more or less, according to the
 Government survey thereof, and warrant the title to the same.

TO HAVE AND TO HOLD, the premises above described, together with all rights and claims of Homestead and Exemption of the said first party their heirs or assigns therein, to said THE DEMING INVESTMENT COMPANY, and to its successors and assigns forever; Provided, Nevertheless, and these presents are made by said first party upon the following covenants and conditions, to-wit:

The said first party covenants and agrees;

FIRST. That they are lawfully seized in fee of the premises hereby conveyed; that they have good right to sell and convey the same as aforesaid; that the said premises are clear of all incumbrances; and that they and their heirs, executors and administrators will forever warrant and defend the title to the said premises against all claims and demands.

SECOND. That said first party will pay to said second party or order the sum of Six Thousand Dollars, with interest thereon from March 1st, 1923, until due at the rate of six per cent per annum, payable semi-annually, on the first day of April and October in each year, and in accordance with One Certain promissory note of the said first party, with 10 coupons attached, said note and coupons being of even date herewith and bearing interest at the rate of ten per cent per annum after maturity, payable semi-annually, and this mortgage secures all renewal principal or interest notes that may hereafter be given in event of any extension of time for the payment of said principal debt.

THIRD. That said first party will keep all buildings, fences, and other improvements on said real estate in as good repair and condition as the same are at this date, and shall permit no waste.

FOURTH. The first party hereby agrees to pay, before the same shall become delinquent, all taxes, charges or assessments assessed or levied under the laws of this State and of the United States of America, upon the above described property, or any part thereof, or any interest therein, or upon this mortgage, except the mortgage registration tax, and should the first party fail to pay any such taxes, charges or assessments, as above specified, and allow the same to become delinquent, the holder may, at its option pay such delinquent taxes, charges or assessments, and such interest or costs as may have accumulated thereon by force of law, and the amount so paid, with interest thereon at 10 per cent per annum from the date of such payment, shall be secured by the lien of this mortgage, and be collected