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(SEAL) O.G. Weaver, County Clerk.

253713 - BH

MORTGAGE
(Oklahoma)

This indenture, made this 5th day of March, in the year of our Lord one thousand eight hundred and twenty four, between M. W. Mays and Ruth Mays, 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 the second part.

Witnesseth, that the said party in consideration of the sum of fifteen hundred seventy four and 25/100 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: Lots ele ven (11) and twelve (12) in Block fifty five (55) in the original townsite of Broken Arrow, according to the 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 do 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 \$4000.00 given to The Deming Investment Company,

This grant is intended as a mortgage to secure the payment of the sum of fifteen hundred seventy four and 25/100 dollars, payable as follows, to-wit:

\$142.50, July 1st, 1924, \$303.55 April 1st, 1924, \$128.15 Jan 1st, 1926,
138.15, Oct. 1st, 1924, 132.50 July 1st, 1925, 293.90, Apr. 1st, 1926,
136.25, Jan. 1st, 1925, 298.65 Oct. 1st, 1925,

at the office of The Deming Investment Company, Oswego, Kansas, according to the terms of 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 and 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 to the holder of the mortgage to which this lien is subject, second, to the holder hereof as his interest may appear; to pay before they become delinquent, the principal and interest secured by any prior liens or encumbrances on said property; and 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 party 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