

(Seal) R.L. Benjamin, Notary Public,
Sedgewick County, Kansas.

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449, page 546, Brady Brown, Deputy,

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

260810 - BH

OKLAHOMA MORTGAGE.

Know all men by these presents: That on this 17th day of June, 1924, D. B. Layton and Anna Layton, his wife, of Tulsa County, and State of Oklahoma, parties of the first part, in consideration of the sum of forty five hundred dollars to him in hand paid by The Deming Investment Company, party of the second part, the receipt whereof is hereby acknowledged, have mortgaged and hereby mortgage unto the said The Deming Investment Company, its successors and assigns, the following premises, situated in the County of Tulsa, in the State of Oklahoma, with all the improvements thereon and appurtenances, thereto belonging, together with rents, issues and profits thereof, and more particularly bounded and described as follows, to-wit:

The north half of south west quarter and south west quarter of south west quarter of section twelve (12) in township seventeen (17) north, range fourteen (14) east.

of the Indian Meridian, containing in all 120 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 party of the first part, 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 party of the first part upon the following covenants and conditions, to-wit:

The said party of the first part covenants and agree:

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 encumbrances, and that they will and their heirs, executors and administrators shall forever warrant and defend the title to the said premises against all claims and demands.

Second. That said ~~second~~ ^{first} party will pay to said second party or order, the sum of forty five hundred dollars, with interest thereon until due at 5½ per cent, per annum, payable semi-annually, on the first day of January, and July, in each year, and in accordance with one certain promissory note of the said first part, said note being of even date herewith and bearing interest at the rate of ten (10) per centum per annum after maturity, payable semi-annually.

Third. That the mortgagor hereby agrees to pay, before the same shall become delinquent, any and all taxes, charges or assessments assessed or levied by any competent public authority of the State in which the lands above described as located, or of the United States of America, upon the above described property, or any part thereof or any interest therein, including the interest of the mortgagee, or upon this mortgage, except the mortgage registration tax to be paid upon the recording of this mortgage, and that failure so to do shall be a breach of the conditions of this mortgage and render the same subject to foreclosure, and the mortgagor further agrees that in case any taxes, charges or assessments belonging to the class above agreed to be paid shall be allowed by the mortgagor to become delinquent, the mortgagee herein shall have the right to