

469

237697 C.J.

OKLAHOMA CITY MORTGAGE COMPANY

I hereby certify that I received \$120 and issued Receipt No. 11042 therefor in payment of mortgage tax on the within mortgage.

Dated this 10 day of Aug. 1923
 W. W. Stuckey County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS, That on this Fourth day of August 1923 Frank E. Quigg and Nellie M. Quigg his wife of Tulsa County, and State of Oklahoma, party of the first part, in consideration of the sum of Twelve Hundred 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;

East Half of Lot 26, and Lot 27 and 28 of Block 14, Midland Addition to the Townsite of Bixby Oklahoma.

according to the official plat 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 Twelve Hundred Dollars, with interest thereon from August 15th, 1923, until due at the rate of six per cent per annum, payable Semi-annually, on the first day of March and Sept. in each year, and in accordance with Five certain promissory notes of the said first party, with 36 coupons attached, said notes and coupons being of even date herewith and bearing interest after maturity at the rate of ten per cent per annum, 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, sidewalks and other improvements on said real estate in as good repair and condition as the same are at this date, and permit no waste, and especially permit no cutting of shrubbery, fruit or shade trees; that they will at no time permit any part of the premises to be used in the conduct of any illegal or disreputable business, or such as will tend to injure or render said premises unfit for general business or residence purposes; that they will permit no unnecessary accumulation of combustible material upon said premises; that they will constantly keep in proper order all pipes, connections, fixtures and attachments of every kind relating to the plumbing for the use of natural or manufactured gas, or both, water supply and sewerage, furnaces, steam pipes and boilers, so as to prevent damage or undue risk to the property thereby, and will keep all electric light wires and connections in safe condition and properly insulated; the second party reserving for itself and successors the right to enter upon and inspect the premises at any reasonable hours and as often as he or they may desire.