

474 Hundred and Twenty three between Frank E. Quigg and Nellie M. Quigg 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 Three Hundred Sixty and 25/100 Dollars to them in hand 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;

All of Lots Twenty Four (24) and Twenty Five (25) and West half of Lot Twenty Six (26) in Block Fourteen (14), in Midland Addition to the Townsite of Bixby;

TREASURER'S ENDORSEMENT

I hereby certify that I received \$24 and issued Receipt No. 11042 therefor in payment of mortgage tax on the within mortgage.

Dated this 10 day of August, 1925.  
W. W. Stucky, County Treasurer

COMPARED

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 does hereby convey 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 \$800.00 given to The Deming Investment Company.

This Grant is intended as a MORTGAGE to secure the payment of the sum of Three Hundred Sixty Seven and 25/100 Dollars, payable as follows; to-wit;

\$ 57.00 March 1st- 1924 \$130.75 Sep. 1st, 1924 \$90.50 Mch. 1st, 1925. \$89.00 Sep. 1st 1925; at the office of THE DEMING INVESTMENT COMPANY. Oswego Kansas, according to the terms of 4 certain promissory notes this day executed and delivered by the said 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 to the second party in the sum of Fifteen 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, as its interest may appear; to pay the interest secured by any prior liens or encumbrances on said property before it becomes delinquent; to pay the principal secured by any prior lien or encumbrances on said property before the same becomes delinquent; 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 to 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 undertaking by the party of the first part as herein provided to pay any tax or taxes herein agreed to be paid by said first party is illegal or inoperative, the whole sum of money herein secured at the option of the holder of the notes and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed immediately for the whole sum of said money, interest and costs,