

262023 C.J.

MORTGAGE
(OKLAHOMA)

COMPARED

TREASURER'S ENDORSEMENT

I hereby certify that I received \$104 and issued
Receipt No. 5611 thereon in payment of mortgage
tax on the within mortgage.

Dated this 3 day of July 4
W. W. Stuckey, Jr.
Deputy

THIS INDENTURE Made this 26th day of June in the year
of our Lord One Thousand Nine Hundred and Twenty four
between James O. Burgess and Beulah Burgess his wife
of the County of Tulsa and State of Oklahoma, of
the first part, (hereinafter called first party)
and THE DEMING INVESTMENT COMPANY, a corporation,

of Oswego, Kansas, party of the second part.

WITNESSETH, that the said first party in consideration of the sum of One Hundred
Twenty Six and no/100- - DOLLARS to them duly paid, the receipt of which is hereby acknowledg-
ed, 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:

The South East quarter of South East quarter of Section Thirty one (31)
and North East quarter of South West quarter of Section Thirty Two (32)
in Township Twenty One (21) North, Range Thirteen (13) East

of the Indian Meridian, containing in all 80 acres, more or less, according to the Government
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 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 \$900.00 given to THE DEMING INVESTMENT COMPANY.

THIS GRANT, is intended as a MORTGAGE to secure the payment of the sum of One
Hundred Twenty Six DOLLARS, payable as follows, to-wit:

\$63.00 July 1st, 1925;

\$63.00 July 1st, 1926;

at the office of THE DEMING INVESTMENT COMPANY, Oswego, Kansas, according to the terms of
Two 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 assess-
ments against said land or any interest thereon when the same are due each year; to provide
insurance satisfactory to the second party in the sum of None 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 hereof 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 liens or encumbrances on said property before the same becomes delinquent; to pro-
cure release of or pay any adverse claims, liens, charges or encumbrances against said pro-
perty; 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 fore-
going 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.

It is further agreed and understood that all of the rights and interest of the
first party in and to all oil, gas and mineral leases now on the afore described premises are
hereby assigned to the second party, provided however, that a release of this mortgage shall
operate to release the rights conferred by this assignment.

If said notes be paid when due and all the agreements made herein be faithfully