

## MORTGAGE AND OIL LEASE RECORD.

Form 1

DOESBY Printing Company, Dallas, Texas—(1909)

## OKLAHOMA FIRST MORTGAGE.

Know All Men by These Presents:

THAT ON This ..... day of ..... 19.....  
 of ..... County, and State of Oklahoma, part ..... of the first part, in consideration of the sum of .....  
 Dollars to ..... 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 the said THE DEMING INVESTMENT COMPANY, its  
 successors and assigns, the following premises, situated in the County of ..... and 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:

of the Indian Meridian, containing in all ..... acres, more or less, according to the Government survey thereof, and warrant the title to the same

And it is hereby mutually agreed that in case the party of the second part, or its assigns should hereafter appear in any of the land departments or offices of  
 the general Government, or in any Court, in order to preserve or protect the title hereinbefore warranted, all costs and expenditures made in that behalf shall be  
 added to the amounts hereby secured, and shall bear interests at the same rate.

TO HAVE AND TO HOLD The premises above described, together with all rights and claims of HOMESTEAD EXEMPTION and of DOWER of the said party of  
 the first part, their heirs, executors, administrators or assigns therein, with all the privileges, rights, hereditaments and appurtenances to the said premises and  
 homestead exemption and dower, in anywise appertaining and belonging to said THE DEMING INVESTMENT COMPANY, and to its successors and assign,  
 forever: PROVIDED, NEVERTHELESS, And these presents are made by said party of the first part upon the following covenants and conditions, to-wit:

FIRST. The said party of the first part, for itself and its heirs, executors and administrators covenant to and with said party of the second part, that said first  
 party is lawfully seized in fee of the premises hereby conveyed, and that it has good right to sell and convey the same as aforesaid; that the said premises are clear  
 from all encumbrances; that it will, and its heirs, executors and administrators shall forever warrant and defend the title to the said premises against the lawful  
 claims and demands of all persons whomsoever.

SECOND. That said first party will pay to said second party or order ..... DOLLARS  
 with interest thereon from ..... 19....., until paid, at the rate of ..... per cent. per annum, payable ..... annually, on the first day  
 of ..... and ..... in each year, and in accordance with ..... certain promissory note... of the said party of the first part, with coupons  
 attached, of even date herewith.

THIRD. The said first party agrees to pay all taxes, charges or assessments levied upon said real estate or any part thereof, when the same shall become due  
 and payable, under the laws of the State of Oklahoma, including all taxes and assessments of every kind and character levied upon the interest therein of the  
 Mortgagee or its legal representatives and assigns; and will pay all taxes levied upon said mortgage, and the said first party shall not be entitled to any offset  
 against the sums hereby secured for taxes so paid.

PROVIDED, HOWEVER, That the said Mortgagee or the legal holder of this mortgage, in case the said party of the first part shall fail, for the term and  
 period of thirty days after the same shall become due, to pay any taxes levied against said mortgaged premises, the Mortgagee, or its successors or assigns, may at  
 its or their option, pay such taxes; and the said first party agrees to pay to the second party, its successors or assigns, all and every such sum and sums of money  
 as may have been so paid for taxes and assessments against said real estate, or upon said mortgage, and for all premiums and costs for insurance, liens, claims,  
 adverse titles and encumbrances on said premises, with interest thereon at the rate of ten (10) per cent. per annum from the time said sum or sums of money may  
 have been so advanced and paid, until the same are repaid, except that first party agrees to pay the penalties and the legal rate of interest specified by law on all  
 sums expended for delinquent taxes, and all of which said sum or sums of money, and the interest to accrue thereon, shall be a charge upon said premises, and  
 shall be secured by this mortgage in the same manner as said principal sum, secured hereby, or the holder of this mortgage, may, if he so elect, in case of default  
 of payment as herein agreed by said first party declare the whole sum of money herein secured due and collectible at once.

FOURTH. That said first party agrees to keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are  
 in at this date, and shall permit no waste, and the commission of waste, shall, at the option of the Mortgagee, render this mortgage due and payable.