

## MORTGAGE AND OIL LEASE RECORD.

Form 1

DORSEY Printing Company, Dallas, Texas—14025

## OKLAHOMA FIRST MORTGAGE.

Know All Men by These Presents:

THAT ON This 28th day of September 1908, Eugenia Thomas and James H. Thomas wife and husband of Tulsa County, and State of Oklahoma, parties of the first part, in consideration of the sum of One thousand 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 the said THE DEMING INVESTMENT COMPANY, its successors and assigns, the following premises, situated in the County of Tulsa 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:

The West half of the South West quarter of Section Twenty-four (24) in Township Twenty (20) North of Range Twelve (12) East.

of the Indian Meridian, containing in all Eighty 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 One thousand DOLLARS with interest thereon from October first 1908, until paid, at the rate of Six per cent. per annum, payable Semi annually, on the first day of April and October in each year, and in accordance with one 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.