

COMPARED

OKLAHOMA CITY MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That on this 30th, day of January, 1909, Britton -Upp Grocery Company, ^{corporation} duly organized, incorporated and existing under and by virtue of the laws of Oklahoma, of Tulsa County, and State of Oklahoma, party of the first part, in consideration of the sum of Twelve Thousand Dollars, to it in hand paid, by the Demming Investment Company, of Oswego, Kansas, party of the second part, the receipt whereof is hereby acknowledged, have mortgaged and hereby mortgage unto the said ^{Demming} Demming Investment Company, its successors and assigns, the following premises, situated in the County of Tulsa, in the State of Oklahoma, with all the improvements thereon and appurtenances thereto belonging, together with rents, issues and profits thereof, and more particularly ^{and} described as follows, to-wit:-

The Easterly Fifty (50) feet of Lots One and Two in Block Seventy Four (74), in the original town of Tulsa, more particularly described as follows: Beginning at the Northeasterly corner of said Lot One; thence southeasterly along the Easterly Line of said Lots One and Two One Hundred and Twenty (120) feet to the Southeasterly Corner of said Lot Two; thence Southwesterly along the South ^{by} Line of said Lot Two, Fifty (50) feet; thence Northwesterly parallel with Easterly Line of said Lots One and Two, One Hundred and Twenty (120) feet to the Northerly line of said lot One; thence Northeasterly along said Northerly Line of said lot One Fifty (50) feet to the place of beginning 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 Exemption of the said party of the first part, its successors, heirs, executors, administrators and assigns therein, with all the privileges, rights, hereditaments and appurtenances to the said premises and homestead exemption in anywise appertaining and belonging to said The Demming Investment Company, and to its successors and assigns, forever. Provided, nevertheless, this conveyance is made upon the following covenants and conditions, to-wit:

FIRST:-Said first party hereby covenants and agrees, that it 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 of all incumbrances; that it will forever warrant and defend the title to the said premises against all lawful claims and demands.

SECOND:- That it will pay to said second party or order Twelve Thousand Dollars with interest thereon from February first, 1909, until paid at the rate of six per cent. per annum, payable semi-annually, on the first day of February and August in each year, and in accordance with nine certain promissory notes of the said first party, with coupons attached of even date herewith.

THIRD:-That during the continuance in force of this instrument, the said first party will pay all taxes, charges or assessments, general or special, that may be levied upon said real estate by the authority of the town, or city in which said real estate is situated, or any part thereof when the same shall become by law due and payable, including all taxes, and assessments of every kind and character levied upon the interest therein of the mortgagee or his assigns, and all taxes levied upon said mortgage; and the said mortgagors shall not be entitled to any offset against the sums hereby secured for taxes so paid; and that first party will exhibit once a year, on demand, receipts of the proper persons to said party of the second part, its successors or assigns, showing payment thereof, until the indebtedness hereby secured shall be fully paid. The said first party further agrees to constantly keep the said premises free from Mechanics' liens and all other liens, and to preserve and protect the security hereunder