

OKLAHOMA CITY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That on this 25th, day of March 1909, A. C. Smith and Francis L. Smith, husband and wife of Tulsa County, and State of Oklahoma, parties of the first part, in consideration of the sum of Six Hundred 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, in the State of Oklahoma, with all the improvements thereon and appurtenances thereto belonging, together with the rents, issues and profits thereof, and more particularly bounded and described as follows, to-wit:

The Northerly Half of Lot Four (4) in Block Thirty Three (33), in the original Town of Tulsa, more particularly described as follows: Beginning at the Northwesterly corner of said Lot Four (4); Thence Northeasterly along the Northerly Line of said Lot One Hundred and Forty (140) feet to the Northeasterly corner thereof; Thence Southeasterly along the Easterly line of said lot Fifty (50) feet; Thence Southwesterly and parallel with the Northerly line of said lot, One Hundred and Forty (140) feet to the Westerly line thereof; Thence Northwesterly along said Westerly Line 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 parties 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 in anywise appertaining and belonging to said The Deming 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 said premises against all lawful claims and demands.

Second. That it will pay to said second party or order Six Hundred Dollars, with interest thereon from April 15th, 1909, until paid at the rate of Six per cent. per annum, payable semi-annually, on the first day of April and Oct., in each year, and in accordance with 5 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 situate, 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 mechanic's liens and all other liens, and to preserve and protect the security hereunder against any adverse, superior or intervening claim or interest.

FOURTH: The said first party will keep all buildings, fences, sidewalks and other improvements on said real estate in as good repair and condition as the same are in at this date and permit no waste, and especially no cutting of shrubbery, fruit or shade trees; that it will