

Charles C. Simmons, to me personally known to be the same persons who executed the foregoing lease or instrument of writing, and to me they severally acknowledged that they executed the same.

Paul C. Meyer, Notary Public.

(SEAL) My commission expires Dec. 7th, 1912.

Filed for record at Tulsa/ Okla., May 5, 1909, at 11 o'clock A. M.

H. C. Walkley, Register of Deeds (SEAL)

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OKLAHOMA CITY MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That on this 14" day of April, 1909, Emma J. Wissinger and George E. Wissinger, wife and husband, of Tulsa County, and State of Oklahoma, parties of the first part, in consideration of the sum of Six ^{no 100} 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:

Lots numbered Sixteen (16) Seventeen (17) and Eighteen (18) in Block Seventeen (17) in Berry's Addition to the City of Tulsa, Oklahoma. According to the official plat thereof, and warrant the title to the same. *described*

TO HAVE AND TO HOOLD THE PREMISES, 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 no/100 Dollars with interest thereon from April 15th 1909, until paid at the rate of 6 per cent, per annum, payable semiannually, on the first day of april and October in each year, and in accordance with five 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 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, ~~said~~ all taxes levied upon said mortgage; and the said mortgagors shall not be entitled to any offset against the sums hereby secured for the 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