

34921

(Denning City)

DORSEY Lumber Company, Dallas, Texas

OKLAHOMA CITY MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That on this 10th day of October 1911

M. H. Butts and Cora E. Butts, his wife

of Tulsa County, and State of Oklahoma, parties of the first part, in consideration of the sum of Five Thousand and no/100 DOLLARS, to them in hand paid, by Carrie E. Ostrander of Tulsa, Oklahoma, party of the second part, the receipt whereof is hereby acknowledged, have Mortgaged and hereby Mortgage unto the said Carrie E. Ostrander her heirs 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 bounded and described as follows, to-wit:

The South Twenty-Five (25) feet of Lot Two (2) in Block One Hundred Thirty-five (135) in the town, now City of Tulsa, Oklahoma, according to the official plat thereof, the same being a rectangular piece of ground with a frontage of Twenty-five (25) feet on South Main Street, extending with a uniform width of Twenty-Five (25) feet a distance of One Hundred and Forty (140) feet to the alley running through said Block, and being adjacent to Lot Three (3) in said Block.

This mortgage is executed to secure the payment of one promissory note of even date herewith for the sum of \$5000.00, due October 10th, 1913, made to Carrie E. Ostrander, payable at Tulsa, Oklahoma, with 10 per cent, interest per annum, payable semi-annually, as per interest coupons attached to said note, and executed by M. H. Butts, Cora E. Butts and L. N. Butts. Permission granted to pay this loan in full at the end of one year.

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 Carrie E. Ostrander, her heirs 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 ^{they are} ~~it is~~ lawfully seized in fee of the premises hereby conveyed, and that ^{they have} ~~it has~~ good right to sell and convey the same as aforesaid; that the said premises are clear of all incumbrances; that ^{they} ~~it~~ will forever warrant and defend the title to the said premises against all lawful claims and demands.

SECOND. That ^{they} ~~it~~ will pay to said second party or order Five thousand and no/100 DOLLARS with interest thereon from October 10th 1911, until paid at the rate of ten per cent. per annum, payable semi-annually, on the ^{10th} ~~1st~~ day of April and October in each year, and in accordance with the aforesaid certain promissory note 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 mechanics' liens and all other liens, and to preserve and protect the security hereunder against any adverse, superior or intervening claim or interest.

FOURTH. That 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 at no time permit any part of the premises to be used in the conduct of any illegal or disreputable business, or such as will tend to injure or unfit said premises for general business or residence purposes; that it will permit no unnecessary accumulation of combustible material upon said premises; that it will constantly keep in proper order all pipes, connections, fixtures and attachments of every kind relating to the plumbing for and use of Natural or manufactured gas, or both, water supply and sewerage, furnaces, steam pipes and boilers, so as to prevent damage or undue risk to the property thereby, and will keep all electric light wires and connections in safe condition and properly insulated; the party of the second part reserving for himself and his representatives the right to enter upon and inspect the premises at any reasonable hours and as often as he or they may desire.