

COMPARED

#62054

(Denting City)

DORRIS Printing Company, Dallas, Texas

OKLAHOMA CITY MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That on this

14th

day of

April

1914

Robert F. MacArthur and Nellie Y. MacArthur husband and wife

of Tulsa County, and State of Oklahoma, part of the first part, in consideration of the sum of One Thousand & no/100 DOLLARS, to them in hand paid, by ~~THE DENING INVESTMENT COMPANY~~ ^{Nathaniel A. Johnston} of Oswego, Kansas, party of the second part, the receipt whereof is hereby acknowledged, have Mortgaged and hereby Mortgage unto the said ~~THE DENING INVESTMENT COMPANY~~ ^{Nathaniel A. Johnston}, 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 bounded and described as follows, to-wit:

Part of Lots One (1) and Two (2) in Block Thru (3) in the original town of Tulsa, more particularly described as follows, beginning at the northeasterly corner of said lot (2) thence southerly along easterly line of said lot (2) a distance of 22 feet thence westerly and parallel with the westerly line of said lot (2) a distance of (140) feet to the alley thence northerly along the easterly line of said alley a distance of 40 feet thence Easterly and parallel with the southerly line of said lot (1) 140 feet to the easterly line of said lot (1) thence southerly along the easterly line of said lot (1) a distance of 18 feet to the place of beginning according to the official plat and survey thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$2.00 and issued Receipt No. 1285 therefor in payment of mortgage tax on the within mortgage.

Dated this 21 day of May 1914

John H. Hamer
County Treasurer
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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 part ~~is~~ of the first part ~~its~~ 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 DENING INVESTMENT COMPANY~~ ^{Parties of the first part}, 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 One thousand & no/100 DOLLARS with interest thereon from April 14th 1914, until paid at the rate of eight per cent. per annum, payable semi-annually, on the 14th day of October and April in each year, and in accordance with one certain promissory note of the said first party, with coupons attached, of even date herewith, ^{and in three years from date,}

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.