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Form 2--(Revised Second)

DORSEY Printing Company, Dallas, Texas--16703

## MORTGAGE.

THIS INDENTURE, Made this 14<sup>th</sup> day of July in the year of our Lord One Thousand Nine Hundred and nine  
 between Paul C. Jones and Emma M. Jones, his wife  
 of the County of Tulsa and State of Oklahoma, of the first part, and  
W.C. Deming of the second part:

WITNESSETH, That the said parties of the first part in consideration of the sum of Three hundred and seven and no/100 DOLLARS,  
 to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do GRANT, BARGAIN, SELL AND MORTGAGE to the  
 said party of the second part, his heirs, administrators or assigns forever, all that tract or parcel of land situated in the County of Tulsa  
 in the State of Oklahoma, described as follows, to-wit:

The southerly forty five (45) feet of lot six (6) in block three (3) north Tulsa, now an  
addition to Tulsa, more particularly described as follows: Beginning at the southeasterly  
corner of said lot six (6) then northerly along the easterly line of said lot, forty five (45) feet thence  
northeasterly parallel with the southerly line of said lot, one hundred forty (140) feet to the easterly line  
of said lot, thence easterly along the easterly line of said lot, forty five (45) feet to the southeasterly  
corner of said lot, thence southeasterly, along the southerly line of said lot, one hundred forty (140)  
feet to the place of beginning  
 of the Indian Meridian, containing in all \_\_\_\_\_ acres, more or less, according to the Government survey thereof.

And it is hereby mutually agreed that in case the party of the second part or its assigns should hereafter appear in any of the land departments or offices of  
 the general Government, or in any court, in order to preserve or protect the title hereinbefore warranted, all costs and expenditures made in that behalf shall be added  
 to the amounts hereby secured and shall bear interest at the same rate, with the appurtenances, rents, issues and profits and all the estate, use and interest of said  
 part less the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are  
 the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, and will WARRANT AND DEFEND  
 the title to the same, and that the same is free and clear of all incumbrances of whatsoever kind except a certain mortgage for \$ 850. given to  
 THE DEMING INVESTMENT COMPANY.

THIS GRANT is intended as a MORTGAGE to secure the payment of the sum of three hundred and seven DOLLARS,  
 payable as follows, to-wit:  
 \$ 117.<sup>00</sup> Feb'y 1st, 19 10; \$ 114.<sup>75</sup> Aug. 1st, 19 10; \$ 37.<sup>00</sup> Feb'y 1st, 19 11;  
 \$ 37.<sup>00</sup> Aug. 1st, 19 11; \$ \_\_\_\_\_ 1st, 19 \_\_\_\_\_;

at the office of THE DEMING INVESTMENT COMPANY, Oswego, Kansas, according to the terms of 4 certain promissory notes of this day executed and  
 delivered by the said parties of the first part to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified.  
 But if default be made in such payment, or any part thereof or interest thereon when due, or the taxes, or if any installment of principal or interest of any mortgage  
 or lien prior to this are not paid when the same are due and payable, or if the insurance is not kept in force thereon, then this conveyance shall become absolute,  
 and the whole shall become due and payable, and it shall be lawful for said party of the second part, his heirs, administrators or assigns, at any time thereafter,  
 to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the  
 second part, his heirs, administrators or assigns; and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and  
 penalties thereon, and interest on delinquent taxes at the rate fixed by law, together with the cost and charges of making such sale, and the overplus, if any there  
 be, shall be paid by the party making such sale on demand to the said party of the first part their heirs or assigns.

And said mortgage do further expressly agree that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the  
 same, as herein provided, the mortgagor will pay to said plaintiff fifty dollars as a reasonable attorney's or solicitor's fee therefor, in addition to all other legal  
 costs and statutory fees, said fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said  
 premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any  
 action as aforesaid, and collected and the lien hereof enforced in the same manner as the principal debt hereby secured. It is expressly stipulated that upon default  
 herein suit to foreclose this mortgage may be brought in county where real estate mortgage is situated regardless of residence of mortgagors, or either of them,  
 and all objections to venue of such suit are hereby expressly waived.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal at the day and year first above written.

Signed, and delivered in the presence of

M. L. Fowler

J. F. M. Bay

State of Oklahoma

Tulsa County, ss.

BEFORE ME, C. W. Deming, a Notary Public in and for said County and State, on this 17<sup>th</sup> day of  
July, 19 10, personally appeared Paul C. Jones

and Emma M. Jones, his wife who are known to be the identical persons who executed the within  
 and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes  
 therein set forth.

WITNESS My hand and official seal the day and year last above set forth.

My Commission expires June 29<sup>th</sup> 19 13, (Seal) C. W. Deming, Notary Public.

## ASSIGNMENT.

For and in consideration of the sum of \_\_\_\_\_ DOLLARS  
 to \_\_\_\_\_ in hand paid, the receipt of which is hereby acknowledged \_\_\_\_\_ do hereby transfer to \_\_\_\_\_  
 the within mortgage and note \_\_\_\_\_ thereby secured, without recourse.

IN WITNESS WHEREOF \_\_\_\_\_ have hereunto set \_\_\_\_\_ hand this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

STATE OF \_\_\_\_\_ County, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_

who is to me personally known to be the identical person who executed the foregoing assignment, and duly acknowledged the  
 execution of the same to be \_\_\_\_\_ voluntary act and deed, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, on the day and date last above written.

My Commission expires \_\_\_\_\_ A. D. 19 \_\_\_\_\_, Notary Public.

Filed for Record the 20 day of Jul A. D. 19 10 at 2<sup>00</sup> o'clock P. M.

By \_\_\_\_\_ Deputy. (Seal) A. C. Wadley, Register of Deeds.