MORTGAGE. WITNESSETH, That the said partial of the first part in con (10) City 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 office 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, title and interest of said part therein. And the said part therein. And the said part therein is part therein. of the premises above granted and selzed of a good and indefeasible estate of inheritance therein, and will WARRANT AND DEFEND. the same is free and clear of all incumbrances of , what seever kind except a certain mortgage for \$ 1.500 given to the lawful owner. S. the title to the same, and that the same is free and clear of all incumbrances of whatsoever kind except a certain mortgage for \$ / \$

THE DEMING INVESTMENT COMPANY. and \$ 742 0 0 0.5 0 cm away

THIS GRANT Is intended as a MORTGAGE to secure the payment of the sum of Two Hundred 1st 19/0 - s at the office of THE DEMING INVESTMENT COMPANY, Oswego, Kansas, according to the terms of the certain promissory note. Lethis day executed and delivered by the said parts. Lot 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 chaptes 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 part. Lot of the first part heirs or assigns.

And said mortgagors. In there expressly agree. That in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the same, as berein provided, the mortgagors. 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 portenies described in this mortgage and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rend ..; \$..... \_\_1st, 19\_ State of Oklahoma d Overo wn to be the identical person, S. who executed the within and foregoing instrument, and acknowledged to me that the 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 Mov ASSIGNMENT. For and in consideration of the sum of. DOLLARS in hand paid, the receipt of which is hereby acknowledged the within mortgage and note ...thereby secured, without recourse IN WITNESS WHEREOF. before me, a Notary Public in and for said County, personally app 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. A.D. 10. 9 at 5 o'clock OM. Filed for Record the. H.C. Walke Register of Deeds.

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