

## MORTGAGE.

THIS INDENTURE, Made this 16<sup>th</sup> day of December In the year of our Lord One Thousand Nine Hundred and Nine  
between Ellis House and Mamie House his wife  
of the County of Tulsa and State of Oklahoma, of the first part, and W.C. Osunway  
of the second part:

WITNESSETH, That the said parties of the first part in consideration of the sum of Five Hundred Sixty Two 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 fifty (50) feet of lot two (2), in Block one hundred and one (91), in the city of Tulsa, Oklahoma, and more irregularly described as follows: beginning at the south easterly corner of said lot two (2); thence along the easterly line of said lot two (2) north westerly fifty (50) feet; thence along the northerly line of said lot two (2) north westerly fifty (50) feet; thence along the north westerly line of said lot two (2) north westerly one hundred and forty (40) feet to the middle line of said lot two (2); thence along said middle line south westerly fifty (50) feet to the south west corner of said lot two (2); thence along the southeasterly line of said lot two (2) north westerly one hundred and forty (40) 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, title and interest of said part 1st of the first part therein. And the said part 2nd of the first part do hereby covenant and agree that at the delivery hereof They are the lawful owner s 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 \$ 1200 given to THE DEMING INVESTMENT COMPANY.

THIS GRANT is intended as a MORTGAGE to secure the payment of the sum of Five Hundred Eighty - Five <sup>3/4</sup> DOLLARS, payable as follows, to-wit:

\$ 144	June 1st, 1910	\$ 141	Dec 1st, 1910	\$	1st, 19
\$ 139	June 1st, 1911	\$ 137	Dec 1st, 1911	\$	1st, 19

at the office of THE DERMING INVESTMENT COMPANY, Oswego, Kansas, according to the terms of their certain promissory note 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 cause the same to be sold, or any part thereof, in and to the said party of the first part, or to any other person, at the option of the party of the second part, his heirs, administrators or assigns; and out of all the money 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 mortgagor<sup>2</sup> further expressly agree<sup>2</sup> 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<sup>2</sup> 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 mortgaged 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 part us of the first part ha her hereunto set their hand and seal the day and year first above written.

A. L. Berry  
M. J. Fowler

Ellis House  
Garnett C. House

State of Oklahoma }  
*Tulsa* } ss.  
 County }  
 BEFORE ME, L. Claire Powell, a Notary Public in and for said County and State, on this 18<sup>th</sup> day of December, 1909, personally appeared Ellis House and Mamie House, his wife

and foregoing instrument, and acknowledged to me that they executed the same as such 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. seal L. Claire Towell Notary Public.  
My Commission expires June 11 - 193

### 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.....

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..... 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 Dec A.D. 1909 at 10<sup>00</sup> o'clock A.M.

Deputy. *W. H. Harkness* Register of Deeds.

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