

Form 2- (Deming Second)

DORSEY Printing Company, Dallas, Texas-4603

MORTGAGE.

THIS INDENTURE, Made this 18th day of February in the year of our Lord One Thousand Nine Hundred and tw
 between Katherine A. Johnston (widow)
 of the County of Tulsa and State of Oklahoma, of the first part, and
W. B. Deming of the second part:

WITNESSETH, That the said part 1st of the first part in consideration of the sum of Two Hundred and sixty six DOLLARS,
 to her duly paid, the receipt of which is hereby acknowledged, has and 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 northerly fifty (50) feet of lot one (1) in block thirty two

in the City of Tulsa, Oklahoma, more particularly described as follows: Beginning at the northeast corner
of said lot, measuring along the easterly line of said lot, southwesterly fifty (50) feet, thence at a right angle and parallel
with the northerly line of said lot, westerly one hundred forty (140) feet to the westerly line of said lot, thence
along the easterly line of said lot, northerly fifty (50) feet to the north west corner of said lot,
thence along the northerly line of said lot, easterly 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, title and interest of said
 party of the first part therein. And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof, she
 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 \$ 550.00 given to
 THE DEMING INVESTMENT COMPANY.

THIS GRANT is intended as a MORTGAGE to secure the payment of the sum of Two hundred and sixty six DOLLARS,
 payable as follows, to-wit:

\$ 114.00 Sept 1st, 19 10; \$ 112.25 March 1st, 19 11; \$ — 1st, 19 —;
 \$ 35.00 Sept 1st, 19 11; \$ 35.00 March 1st, 19 12; \$ — 1st, 19 —;

at the office of THE DEMING INVESTMENT COMPANY, Oswego, Kansas, according to the terms of four certain promissory notes on this day executed and
 delivered by the said part 1st 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, appraisal 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 part 1st of the first part, her heirs or assigns.

And said mortgage further expressly agreed 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 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 1st of the first part has hereunto set her hand and seal the day and year first above written.

Signed, and delivered in the presence of

A. L. Berry Katherine A. Johnston (SEAL)
M. L. Fowler (SEAL)

State of Oklahoma

ss.

BEFORE ME,

W. B. Deming, a Notary Public in and for said County and State, on this 19th day of
February 19 10, personally appeared Katherine A. Johnston, a widow

to me known to be the identical person who executed the within

and foregoing instrument, and acknowledged to me that she executed the same as her 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 19 13 Seal W. B. Deming, Notary Public.

ASSIGNMENT.

For and in consideration of the sum of — DOLLARS
 to — 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 11 day of Feb A. D. 19 10 at 2:15 o'clock P. M.

By Seal H. B. Mackley Register of Deeds.