

THIS INDENTURE, Made this 5th day of March in the year of our Lord One Thousand Nine Hundred and 10
between J. E. Riddout and Daisy F. Riddout his wife
of the County of Tulsa and State of Oklahoma, of the first part, and
H. C. Dumaswall of the second part:

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 parties of 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 owners 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 \$ 1700 given to THE DEMING INVESTMENT COMPANY.

at the office of THE DEMING INVESTMENT COMPANY, Oswego, Kansas, according to the terms of of an certain promissory note, at this day executed and delivered by the said party 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 of lien prior to this date be not paid when due, or the taxes, or if the insurance, 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 mortgagor, and 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, and 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.

-10-

IN WITNESS WHEREOF, The said party is of the first part has hereunto set their hand s and seal s the day and year first above written.

M. J. Fowler
A. L. Bury

J. E. Reddout
Daisy H. Reddout

(SEAL)
(SEAL)

State of Oklahoma }
Tulsa County } ss.
BEFORE ME, L. Claire Powell, a Notary Public in and for said County and State, on this 9th day of March, 1910, personally appeared J. E. Reddout and Daisy F. Reddout, to me known to be the identical person 4 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. Seal L. Claire Powell, Notary Public.
My Commission expires June 11 1913.

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.

..... 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 15th day of March A.D. 10, 10 at 4¹⁵ o'clock P.M.

Filed for Record the 18th day of March A.D. 10. 12. at 4¹⁵ o'clock P.M.
By _____ Deputy, Seal N.C. Walkley Register of Deeds.