

2045
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MORTGAGE.

THIS INDENTURE, Made this 10th day of December in the year of our Lord One Thousand Nine Hundred and ten
between David Brooks a widower
of the County of Tulsa and State of Oklahoma, of the first part, and

W.E. Runaway of the second part
WITNESSETH, That the said party of the first part in consideration of the sum of Three Hundred thirty six 75/100 DOLLARS,
to him duly paid, the receipt of which is hereby acknowledged, has he 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: a part of lot three Black thirty three of the original townsite
of Tulsa, more particularly described as follows, Beginning at the southeast corner of said lot three
thence along the easterly line of said lot three in a north westerly direction seventy five
feet, thence at right angles and parallel to the northerly line of said lot three, one hundred forty
feet to an alley, thence at right angles seventy five feet in a southeasterly direction
to the southerly line of said lot three, thence along said westerly line of said lot
one hundred forty feet to 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 party of the first part do he hereby covenant and agree that at the delivery hereof he is
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 \$ 10.50 given to
THE DEMING INVESTMENT COMPANY.

THIS GRANT is intended as a MORTGAGE to secure the payment of the sum of three hundred thirty six 75/100 DOLLARS,
payable as follows, to-wit:
\$ 124.50 June 1st, 19 11; \$ 122.50 Dec. 1st, 19 11; \$ 15.00 June 1st, 19 12;
\$ 45.00 Dec. 1st, 19 12; \$ _____ 1st, 19 _____;

at the office of THE DEMING INVESTMENT COMPANY, Oswego, Kansas, according to the terms of four certain promissory notes 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
or lien prior to this be 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 his heirs or assigns.
And said mortgagor further expressly agrees 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 party of the first part has he hereunto set his hand and seal the day and year first above written.

Signed, and delivered in the presence of
J. F. McCoy _____
W. E. Runaway _____
David Brooks (SEAL)
_____ (SEAL)

State of Oklahoma
Tulsa County, ss.
BEFORE ME, W. T. Biddison, a Notary Public in and for said County and State, on this 10th day of
December 19 10, personally appeared
and David Brooks a widower to me known to be the identical person who executed the within
and foregoing instrument, and acknowledged to me that he executed the same as his 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. W. T. Biddison Notary Public.
My Commission expires 11/25 19 11 Seal

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 16 day of Dec, A. D. 19 10 at 3:35 o'clock P. M.
By Seal Deputy, Seal Register of Deeds.