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#66051
Form 2--(Owning Second)

MORSEY Printing Company, Dallas, Texas--1905

MORTGAGE.

THIS INDENTURE, Made this 20th day of October In the year of our Lord One Thousand Nine Hundred and Fourteen
between Matilda J. Chastain and W. A. Chastain her husband
of the County of Tulsa and State of Oklahoma, of the first part, and

The Deming Investment Company of the second part:

WITNESSETH, That the said part first the first part in consideration of the sum of Forty and no/100 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:

Lot Three (3) in Block Seven (7)
in Owens Addition to the City of Tulsa

TREASURER'S ENDORSEMENT
I hereby certify that I received
\$2.50 and issued Receipt No 20-14
therefor in payment of mortgage tax on the
within mortgage.
Dated this 20 day of Nov 1914
John T. Hoanier
County Treasurer.

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
parties of the first part therein. And the said part first 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 \$ 200 given to
THE DEMING INVESTMENT COMPANY, Woodville Guaranty Savings Bank

THIS GRANT is intended as a MORTGAGE to secure the payment of the sum of Forty and no/100 DOLLARS,
payable as follows, to-wit:

\$ 10 May 1st, 1915; \$ 10 May 1st, 1916; \$ _____ 1st, 19____;
\$ 10 Nov 1st, 1915; \$ 10 Nov 1st, 1916; \$ _____ 1st, 19____;

at the office of THE DEMING INVESTMENT COMPANY, Oswego, Kansas, according to the terms of 24 certain promissory notes 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 is 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 parties of the first part their heirs or assigns.

And said mortgage s further expressly agree s 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 mortgage s 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 parties of the first part have hereunto set their hand s and seal s the day and year first above written.
Signed, and delivered in the presence of

J. B. Jordan Matilda J. Chastain (SEAL)
James Bowen W. A. Chastain (SEAL)

State of Oklahoma } ss.
Tulsa County }
BEFORE ME, Adelia L. Berry, a Notary Public in and for said County and State, on this 20th day of
October 1914, personally appeared Matilda J. Chastain
and W. A. Chastain her husband to me known to be the identical person s 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) Adelia L. Berry, Notary Public.
My Commission expires June 12th 1915

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 20 day of Nov A. D. 1914 at 4:15 o'clock P. M.
(seal) Louis Pelissier Register of Deeds.
By _____ Deputy.

that the legal holder of this mortgage, may at his option pay and cause assessments or installments
of principal or interest or charges for maintenance so due and payable as the mortgagors or assigns shall
neglect or refuse to pay and said amount together with interest at the rate of 10 per cent per annum
to be paid semi-annually shall be an additional lien upon the said mortgaged property
and the same shall be secured by this mortgage and