

COMPARED

## MORTGAGE.

THIS INDENTURE, Made this 22nd day of January in the year of our Lord One Thousand Nine Hundred and Fifteen  
between Franklin P. Rees and Rebecca J. Rees, his wife  
of the County of Nowata and State of Oklahoma, of the first part, and The Denning investment company  
of the second part:

WITNESSETH, That the said party his of the first part in consideration of the sum of Twenty Hundred and seventy four and 00/100 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:

In the State of Oklahoma, described as follows, to-wit:

The West Half of North East quarter and South Half of North west quarter of Section  
Thirty five (35) in Township Seventeen (17) North Range Thirteen (13) East

of the Indian Meridian, containing in all 160 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 they are hereby covenant and agree that at the delivery hereof they are the lawful owner A of the premises above granted and seized of a good and infeasible 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 \$ 2000 given to THE DEMING INVESTMENT COMPANY.

THIS GRANT is intended as a MORTGAGE to secure the payment of the sum of thirteen hundred and twenty five and 05/100 DOLLARS, payable as follows, to-wit:

\$ <u>648<sup>00</sup></u>	<u>nich</u>	1st, 19 <u>16</u> ;	\$ <u>460<sup>00</sup></u>	<u>nich</u>	1st, 19 <u>17</u> ;	\$ <u>265</u>	<u>nich</u>	1st, 19 <u>18</u> ;
\$		1st, 19	\$		1st, 19	\$		1st, 19

at the office of THE DEMING INVESTMENT COMPANY, Oswego, Kansas, according to the terms of 3 certain promissory notes made this day executed and delivered by the said party one 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, upon payment of the cost of the sale of the premises, together with the 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 one of the first part. Heirs heirs or assigns.

And said mortgagors 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 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 us of the first part have vs hereunto set their hand s and seal s the day and year first above written.

James B. Owen  
Alice R. Monroe

Franklin P. Rice  
Rebecca J. Rice

State of Oklahoma

..... } SS.  
Tulsa County

BEFORE ME, Alice B. Monro, a Notary Public in and for said County and State, on this second day of February, 1915, personally appeared Franklin P. Rees

and Rebecca K Rees his wife to me known to be the identical person<sup>o</sup> 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.

My Commission expires November 23 1918. *Not* \_\_\_\_\_, Notary Public.

### 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.

**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\_\_\_\_

Filed for Record the 12 day of Feb A.D. 1915 at 4 o'clock P.M.

By W. G. Mayer, Deputy. W. G. Mayer Register of Deeds.

that the best value of this mortgage may at the option pay each time a payment or installment of principal or interest or charge for insurance, so long and payable as the mortgagor or assignor shall not choose to refuse to pay, and said amount together with interest thereon at the rate of 4 per cent per annum, pay all the time, annually, shall be an assigned lien upon the said mortgaged property and shall have precedence thereon by this mortgage.