

COMPARED

69786

Form 2 (Deming Second)

MORSEY Printing Company, Dallas, Texas-42708

MORTGAGE.

THIS INDENTURE, Made this 6th day of April in the year of our Lord One Thousand Nine Hundred and Eighteen
between Sell Pettit widow
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 1 of the first part in consideration of the sum of One Thousand and Twenty Three 3/8 DOLLARS,
to her duly paid, the receipt of which is hereby acknowledged, has she 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: Part of Lot Three (3) Block One Hundred Twenty (120) City of
Tulsa, more particularly described as follows Beginning at the Southeast (SE) corner of Lot Three
(3) thence along the Eastern line Northwesterly 1/4 (1/4) (50) feet thence right angle
and parallel with the Southern line of said Lot Three (3) Southwesterly one hundred
ten (110) feet thence right angle and parallel with the eastern line of said Lot Southwesterly
1/4 (50) feet to the Southern line of said Lot thence along the said Southern line northeasterly one
hundred ten (110) feet to 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
part 1 of the first part therein. And the said part 1 of the first part do she hereby covenant and agree that at the delivery hereof she 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 \$ 975.00 given to
THE DEMING INVESTMENT COMPANY. Anna L Moore

THIS GRANT is intended as a MORTGAGE to secure the payment of the sum of One Hundred and Twenty Three 3/8 DOLLARS,
payable as follows, to-wit:
\$ 61.94 June 1st, 1916; \$ 30.97 June 1st, 1917; \$ _____ 1st, 19____;
\$ 30.97 Dec 1st, 1916; \$ _____ 1st, 19____; \$ _____ 1st, 19____;

at the office of THE DEMING INVESTMENT COMPANY, Oswego, Kansas, according to the terms of 3 certain promissory note 2 this day executed and
delivered by the said part 1 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, 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 part 1 of the first part her heirs or assigns.

And said mortgagor she 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 part 1 of the first part has she hereunto set her hand _____ and seal _____ the day and year first above written.
Signed, and delivered in the presence of

J B Jordan

James Bowen

State of Oklahoma

Tulsa County

BEFORE ME, Alice R Monroe

April 1915, personally appeared Sell Pettit widow

and _____ 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. (Seal) Alice R Monroe, Notary Public.

My Commission expires Nov-23 1918

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 28 day of Apr A. D. 1915 at 9:10 o'clock A. M.

By C. M. Bauer Deputy. (Seal) Lewis Cline County Clerk Register of Deeds.

Not the legal holder of this mortgage may at this time pay and pass assets -
money or other property of principal or assignor in excess of insurance so due and
payable as the mortgage - or assignor shall pay or refuse to pay on said
amount - together with interest - thereat at the rate of 10 per cent per annum - payable
semi-annually - that is, on additional interest upon the said mortgage property
and the same shall be secured by this mortgage and