

(Deming City)

COMPARED

DOBBY Printing Company, Dallas, Texas

## OKLAHOMA CITY MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That on this 13<sup>th</sup> day of October 1909W. H. Malcolm and Emma Malcolm, husband and wife

of Tulsa County, and State of Oklahoma, part of the first part, in consideration of the sum of Ten thousand five hundred DOLLARS, to them in hand paid, by THE DEMING INVESTMENT COMPANY, of Oswego, Kansas, party of the second part, the receipt whereof is hereby acknowledged, have Mortgaged and hereby Mortgage unto the said THE DEMING INVESTMENT COMPANY, its successors and assigns, the following premises, situated in the County of Tulsa in the State of Oklahoma, with all the improvements thereon and appurtenances thereto belonging, together with rents, issues and profits thereof, and more particularly bounded and described as follows, to-wit:

Conveyed: Beginning at a point on the most northerly line of block one hundred and five (105) in the original town of Tulsa, Oklahoma, fifty (50) feet in a westerly direction from the most northerly corner of said block, thence in a southeasterly direction and parallel with the most easterly line of said block, a distance of one hundred and forty (140) feet, thence in a southeasterly direction parallel with the most northerly line of said block, a distance of fifty (50) feet, thence in a northerly direction parallel with the most easterly line of said block, a distance of one hundred and forty (140) feet, thence in a northeasterly direction along the most northerly line of said block, a distance of fifty (50) feet to place of beginning

according to the official plat thereof, and warrant the title to the same.

TO HAVE AND TO HOLD The premises above described, together with all rights and claims of Homestead Exemption of the said part of the first part their heirs, executors, administrators or assigns therein, with all the privileges, rights, hereditaments and appurtenances to the said premises and homestead exemption in anywise appertaining and belonging to said THE DEMING INVESTMENT COMPANY, and to its successors and assigns, forever: Provided, nevertheless, this conveyance is made upon the following covenants and conditions, to-wit:

FIRST. Said first party hereby covenants and agrees, that it is lawfully seized in fee of the premises hereby conveyed, and that it has good right to sell and convey the same as aforesaid; that the said premises are clear of all incumbrances; that it will forever warrant and defend the title to the said premises against all lawful claims and demands.

SECOND. That it will pay to said second party or order Ten thousand five hundred DOLLARS with interest thereon from November 1<sup>st</sup> 1909, until paid at the rate of six per cent, per annum, payable semi annually, on the first day of May and November in each year, and in accordance with it certain promissory note of of the said first party, with coupons attached, of even date herewith.

THIRD. That during the continuance in force of this instrument, the said first party will pay all taxes, charges or assessments, general or special, that may be levied upon said real estate by the authority of the town or city in which said real estate is situate, or any part thereof when the same shall become by law due and payable, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or his assigns, and all taxes levied upon said mortgage; and the said mortgagors shall not be entitled to any offset against the sums hereby secured for taxes so paid; and that first party will exhibit once a year, on demand, receipts of the proper persons to said party of the second part, its successors or assigns, showing payment thereof, until the indebtedness hereby secured shall be fully paid. The said first party further agrees to constantly keep the said premises free from mechanics' liens and all other liens, and to preserve and protect the security hereunder against any adverse, superior or intervening claim or interest.

FOURTH. That said first party will keep all buildings, fences, sidewalks and other improvements on said real estate in as good repair and condition as the same are in at this date, and permit no waste, and especially no cutting of shrubbery, fruit or shade trees; that it will at no time permit any part of the premises to be used in the conduct of any illegal or disreputable business, or such as will tend to injure or unfit said premises for general business or residence purposes; that it will permit no unnecessary accumulation of combustible material upon said premises; that it will constantly keep in proper order all pipes, connections, fixtures and attachments of every kind relating to the plumbing for and use of Natural or manufactured gas, or both, water supply and sewerage, furnaces, steam pipes and boilers, so as to prevent damage or undue risk to the property thereby, and will keep all electric light wires and connections in safe condition and properly insulated; the party of the second part reserving for himself and his representatives the right to enter upon and inspect the premises at any reasonable hours and as often as he or they may desire;