

(Deming City)

BORBEY Printing Company, Dallas, Texas

## OKLAHOMA CITY MORTGAGE.

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That on this 28<sup>th</sup> day of October 1909  
Frank L. Johnson and Mattie Johnson, his wife  
 of Tulsa County, and State of Oklahoma, parties of the first part, in consideration of the sum of 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:

Lots one (1) Two (2) Three (3) and Four (4) in Block Eight  
(8) Homestead addition to the town of Broken Arrow, Okla-  
homa

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 parties of the first part  
their heirs, executors, administrators or assigns therein, with all the privileges, rights, hereditaments and appurtenances to the said premises and home-  
 stead 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 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 Nov in each year, and in accordance with one  
 certain promissory note 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, fix-  
 tures 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 insu-  
 lated; 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.