

(Dealing City)

HOBSEY Building Company, Dallas, Texas

OKLAHOMA CITY MORTGAGE.

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That on this

18th

day of

April

1910

Chauncey A. Owen (Husband)

of Tulsa County, and State of Oklahoma, part of the first part, in consideration of the sum of Eight Thousand DOLLARS, to him in hand paid, by The Standard Mortgage Company of Tulsa, Oklahoma party of the second part, the receipt whereof is hereby acknowledged, have Mortgaged and hereby Mortgage unto the said THE DEEMING 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:

The southerly One hundred (100) feet of lot Three (3) and the northerly Twenty-five (25) feet of the southerly One hundred (100) feet of lot Two (2) all in Block Sixty (60) in the City of Tulsa, Oklahoma more particularly described as follows: Beginning at a point One hundred (100) feet north of the southeast corner of said Block Sixty (60) feet and running thence in a westerly direction parallel with the north line of lot Two (2) and Three (3) a distance of One hundred and Forty (140) feet thence in a southerly direction along the west line of said lot Three (3) a distance of One hundred (100) feet thence in an easterly direction being the south line of said lot Three (3) a distance of Forty-eight (48) feet thence in a northerly direction along the east line of said lot Three (3) a distance of Twenty-five (25) feet thence in an easterly direction parallel with the north line of said lot Two (2) a distance of Ninety-two (92) feet thence in a northerly direction along the east line of said lot Two (2) and parallel with main street a distance of Twenty-five (25) feet to the place of beginning being a part of lot Two (2) and Three (3) in Block Sixty (60) in the City of Tulsa, Oklahoma.

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 party of the first part his 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 DEEMING 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 Eight Thousand (\$8000.00) DOLLARS with interest thereon from May 1 1910, until paid at the rate of Six per cent. per annum, payable semi annually, on the first day of November and May in each year, and in accordance with Five certain promissory notes 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.