

COMPARED

OKLAHOMA FARM MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That on this first day of December 1909 James A. Dowdy and Mary A. Dowdy husband and wife, of Tulsa County, and State of Oklahoma, parties of the first part, in consideration of the sum of Twelve 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:

The West half of the south east quarter of Section Twenty one (21) Township Nineteen (19) North of Range Fourteen (14) East of the Indian Meridian, containing in all 80 acres, more or less, according to the Government survey 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 and Exemption of the said party of the first part or assigns therein, to said THE DEMING INVESTMENT COMPANY, and to its successors and assigns, forever, Provided, Nevertheless, and these presents are made by said party of the first part upon the following covenants and conditions, to-wit:

The said party of the first part covenants and agrees.

First. That it is lawfully seized in fee of the premises hereby conveyed; that it has good right to sell and convey the same as aforesaid; that the said premises are clear of all incumbrances; and that it will, and its heirs, executors, and administrators shall forever warrant and defend the title to the said premises against all lawful claims and demands.

Second. That said first party will pay to said second party or order Twelve Hundred Dollars with interest from December 1st 1909 until paid at the rate of six per cent per annum, payable semi-annually on the first day of June and December 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 said first party will pay all taxes, charges or assessments levied upon said real estate or any part thereof, when the same shall become due and payable, under the laws of the state of Oklahoma, including all taxes and assessments, of every kind and character levied upon the interest therein of the mortgagee or its assigns; and will pay all taxes levied upon said mortgage, and the said first party shall not be entitled to any offset against the sums herby secured for taxes so paid.

PROVIDED HOWEVER, that the said mortgagee or the legal holder of this mortgage, in case the said party of the first part shall fail, for the term and period of thirty days after the same shall become due to pay any taxes levied against said mortgaged premises, the mortgagee, its successors or assigns may, at its or their option pay such taxes.

Fourth. That said first party will keep all buildings, fences, and other improvements on said real estate in as good repair and condition as the same are in at this date.

Fifth. That said first party will at once insure the buildings upon said premises against loss by fire, lightning and wind storm, in the amount of