

for the uses and purposes therein set forth.

George Nichols, Notary Public.

(SEAL) My commission expires February 1, 1910.

Filed for record at Tulsa, Okla., Aug. 13, 1909, at 4.50 o'clock P. M.

H. C. Walkley, Register of Deeds (SEAL)

OKLAHOMA FARM MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS: That on this 9th, day of July 1909 C. A. Owen and Mary Owen, husband and wife, of Tulsa County, and State of Oklahoma, parties of the first part in consideration of the sum of Two Thousand Dollars, to them in hand paid, by The Deming Investment Company, of Oswego Kansas, party of the ^{second} ~~first~~ part, the receipt whereof is hereby acknowledged, have mortgaged and hereby mortgage unto the said The Deming Investment Company, its successors and assigns, forever, 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 the rents, issues and profits thereof, and more particularly bounded and described as follows, to-wit:

The Southwest Quarter of Section Three (3) in Township Sixteen (16) North, Range Thirteen (13) East of the Indian Meridian, containing in all 160 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 the 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 conditions and covenants, 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, 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 Two Thousand Dollars, with interest thereon from July 10th 1909, until paid at the rate of Six Per cent per annum, payable semi-annually, on the first day of January and July in each year, and in accordance with one certain promissory note of the 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 said first party shall not be entitled to any offset against the sums hereby 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 period of thirty days after the same become due, to pay any taxes levied upon said mortgaged premises, the mortgagee,