

MORTGAGE RECORD

HALL DOWDORTH BOOK CO., LEAVENWORTH, KAN. No. 20769

MORTGAGE

THIS INDENTURE, Made this 30 day of June in the year of our Lord One Thousand Nine Hundred and 1910 between Joseph Hardeman and Nancy Hardeman his wife

of the County of Pulaski and State of Oklahoma, of the first part, and H. B. Rose of the second part:

WITNESSETH, That the said parties of the first part in consideration of the sum of One Hundred Twelve DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do GRANT, BARGAIN, SELL AND MORTGAGE to the said party of the second part, his heirs, administrators or assigns, forever, all that tract or parcel of land situated in the County of Pulaski in the State of Oklahoma, described as follows, to-wit:

The East Half of the South West quarter of the South East Quarter and the South West quarter of the South West quarter of the South East Quarter of Section Twenty four (24) Township Twenty Two (22) North of Range Twelve (12) East

of the Indian Meridian, containing in all 30 acres, more or less, according to the Government survey thereof.

And it is hereby mutually agreed that in case the party of the second part or its assigns, should hereafter appear in any of the land departments or offices of the general Government, or in any court, in order to preserve or protect the title hereinbefore warranted, all costs and expenditures made in that behalf shall be added to the amounts hereby secured and shall bear interest at the same rate, with the appurtenances, rents, issues and profits and all the estate, title and interest of said part of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, and will WARRANT AND DEFEND the title to the same, and that the same is free and clear of all incumbrances of whatsoever kind except a certain mortgage for \$400.00 given to THE DEMING INVESTMENT COMPANY.

THIS GRANT is intended as a MORTGAGE to secure the payment of the sum of One Hundred Twelve

payable as follows, to-wit:

1st, 1911	\$8.00	Jan	1st, 1911	\$8.00	Jan
1st, 1912	\$8.00	Jan	1st, 1912	\$8.00	Jan
1st, 1913	\$8.00	Jan	1st, 1913	\$8.00	Jan
1st, 1914	\$8.00	Jan	1st, 1914	\$8.00	Jan
1st, 1915	\$8.00	Jan	1st, 1915	\$8.00	Jan
1st, 1916	\$8.00	Jan	1st, 1916	\$8.00	Jan
1st, 1917	\$8.00	Jan	1st, 1917	\$8.00	Jan
1st, 1918	\$8.00	Jan	1st, 1918	\$8.00	Jan
1st, 1919	\$8.00	Jan	1st, 1919	\$8.00	Jan
1st, 1920	\$8.00	Jan	1st, 1920	\$8.00	Jan

at the office of THE DEMING INVESTMENT COMPANY, Osage, Kansas, according to the terms of the mortgage, and as often as any proceedings shall be taken to foreclose the same, as herein provided, the mortgagee will pay to said plaintiff fifty dollars as a reasonable attorney's or solicitor's fee therefor, in addition to all other legal costs and statutory fees; said fee to be due and payable upon the filing of petition for foreclosure and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected and the lien hereof enforced in the same manner as the principal debt hereby secured. It is expressly stipulated that upon default herein suit to foreclose this mortgage may be brought in County where real estate mortgaged is situated regardless of residence of mortgagors, or either of them, and all objections to venue of such suit are hereby expressly waived.

And said mortgagee further expressly agree that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the same, as herein provided, the mortgagee will pay to said plaintiff fifty dollars as a reasonable attorney's or solicitor's fee therefor, in addition to all other legal costs and statutory fees; said fee to be due and payable upon the filing of petition for foreclosure and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected and the lien hereof enforced in the same manner as the principal debt hereby secured. It is expressly stipulated that upon default herein suit to foreclose this mortgage may be brought in County where real estate mortgaged is situated regardless of residence of mortgagors, or either of them, and all objections to venue of such suit are hereby expressly waived.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED AND DELIVERED IN PRESENCE OF

H. B. Rose
H. B. Rose

Joseph Hardeman (SEAL)
Nancy Hardeman (SEAL)

State of Oklahoma, Pulaski County, ss.

Before me, H. B. Rose a Notary Public, in and for said County and

State, on this 21st day of June 1910, personally appeared

Joseph Hardeman and Nancy Hardeman his wife

to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above set forth.

My commission expires July 7th 1911 H. B. Rose Notary Public.

ASSIGNMENT

For and in consideration of the sum of DOLLARS,

to in hand paid, the receipt of which is hereby acknowledged do hereby transfer to the within mortgage and note thereby secured, without recourse.

IN WITNESS WHEREOF, have hereunto set hand this day of 19 .

State of County, ss.

On this day of 19 before me, a Notary Public, in and for said County, personally appeared

who is to me personally known to be the identical person who executed the foregoing assignment, and duly acknowledged the execution of the same to be his voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, on the day and date last above written.

My commission expires A. D. 19 Notary Public.

State of Oklahoma, County of Tulsa, ss.

This instrument was filed for record on the 1 day of Jul A. D. 1910 at 10 o'clock a M.

By Deputy Register of Deeds.

COMPLETED

State of Oklahoma, Pulaski County, ss. Before me Robert L. Lynch, Notary Public, in and for said County and State, on this 1st day of July 1910, personally appeared Joseph Hardeman and Nancy Hardeman his wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and official seal the day and year last above set forth.

Robert L. Lynch, Notary Public.

My Comm. Ex. July 7, 1911