

MORTGAGE RECORD

34937

NAMI DORNBORTH BOOK CO., LEAVENWORTH, KAN No. 20769

MORTGAGE

THIS INDENTURE, Made this 24th day of July in the year of our Lord One Thousand Nine
Hundred and eleven between W. E. Kernermer and Mary
E. Kernermer, his wife
of the County of Pulsa and State of Oklahoma, of the first part, and
The Hanning Investment Company
of the second part:

WITNESSETH, That the said part 10th of the first part in consideration of the sum of Two hundred eighty-four and 22/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have us 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:

24 Four (4) Block Twenty-four (24) Over
Addition to the City of Tulsa,

~~of the Indian Meridian, containing in all~~ ~~pages, 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 hereinafter 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 1 less of the first part therein. And the said part 1 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 \$ 1100 given to THE DEMING INVESTMENT COMPANY.

TITIS GRANT is intended as a MORTGAGE to secure the payment of the sum of Two hundred eighty four & no/100 DOLLARS,
payable as follows, to-wit:
\$ 97.00 Garry 1st, 10 12; \$ 96.00 Garry 1st, 10 12; \$ 45.00 Garry 1st, 10 12;
\$ 45.00 Garry 1st, 10 13; \$ --- Garry 1st, 10 --; \$ --- Garry 1st, 10 --;

at the office of THE DEMING INVESTMENT COMPANY, Oswego, Kansas, according to the terms of ag 4 certain promissory note ~~on~~ this day executed and delivered by the said part ~~4~~ 4 of the first part to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment or any part thereof or interest thereon when due, or the taxes, or if any installment of principal or interest of any mortgage or lien prior to this sale, and when the same are due and payable, or if the insurance is not kept in force thereon, then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for said party of the second part, his heirs, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, agreement hereby made, or not, at the option of the party of the second part, his heirs, administrators or assigns; and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon, and interest on delinquent taxes at the rate fixed by law, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand to the said part ~~4~~ 4 of the first part, their heirs or assigns.

And said mortgagor further expressly agrees 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 mortgagor shall 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 hand and seal the day and year first above written.

SIGNED AND DELIVERED IN PRESENCE OF

S. D. Pickering
A. P. Berry.

W. P. Kennamer (SEAL)
Mary E. Kennamer (SEAL)

State of Oklahoma, _____ County, ss.

Before me, Adelia G. Perry, a Notary Public, in and for said County and State, on this 12th day of September, 1911, personally appeared _____

W. E. Kinnamer and Mary E. Kinnamer
his wife

to me known to be the identical person 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 June 12, 2015. Adelia L. Berry, 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 12 day of Oct A. D. 1911 at 2¹⁰ o'clock P M.

By 1881 Deputy. A. C. Walkley Register of Deeds.

* That the legal title of this mortgage may, of his option, pass and taxes, assessments or installments thereon, be charged, or insurance, or other interest thereon, be paid, and said amounts, to the extent of 10 per cent for any year, may absolutely fall upon the said mortgaged property, and the same shall be secured by this mortgage.