

MORTGAGE RECORD

35247

RAML DOWNSWORTH BOOK CO., LEATONWORTH, KAN No. 20709

COMPARED

MORTGAGE

THIS INDENTURE, Made this 3rd day of October in the year of our Lord One Thousand Nine Hundred and eleven between Sarah Faires and Absolom Faires, her husband of the County of Tulsa and State of Oklahoma, of the first part, and The Deming Investment Company, of the second part:

WITNESSETH, That the said part 1st of the first part in consideration of the sum of Three Hundred Ninety-four and 50/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have up 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 Tulsa in the State of Oklahoma, described as follows, to-wit:

The Southern Fifty (50) feet of Lot Five (5) in Block One Hundred Forty Six (146) in the Original City of Tulsa,

of the Indian Meridian containing 1/4 acre, 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 1st of the first part therein. And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 \$ 1000.00 given to THE DEMING INVESTMENT COMPANY.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of Three Hundred Ninety-four and 50/100 DOLLARS, payable as follows, to-wit:

\$ <u>100.00</u> Apr. 1st, 19 <u>10</u> ;	\$ <u>99.50</u> Oct 1st, 19 <u>12</u> ;	\$ <u>98.00</u> Apr 1st, 19 <u>13</u> ;
\$ <u>96.50</u> Oct 1st, 19 <u>13</u> ;	\$ <u>0</u> Oct 1st, 19 <u>14</u> ;	\$ <u>0</u> Oct 1st, 19 <u>15</u> ;

at the office of THE DEMING INVESTMENT COMPANY, Oswego, Kansas, according to the terms 2 4 certain promissory note this day executed and delivered by the said part 1st 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 are not paid 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, appraisement hereby waived 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 1st of the first part, their heirs or assigns.

And said mortgage 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 mortgagee will pay to said plaintiff fifty dollars as a reasonable attorney'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 part 1st of the first part have hereunto set their hands and seal the day and year first above written.

SIGNED AND DELIVERED IN PRESENCE OF

W. E. Pearson Sarah Faires (SEAL)
D. D. Pickering Abolom Faires (SEAL)

State of Oklahoma, Tulsa County, ss.

Before me, Adelia S. Berry a Notary Public, in and for said County and State, on this 6th day of October 1911, personally appeared Sarah Faires and

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her 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 1915. Adelia S. Berry Notary Public.

ASSIGNMENT

For and in consideration of the sum of 00 DOLLARS, to them in hand paid, the receipt of which is hereby acknowledged, do hereby transfer to them the within mortgage and note, thereby secured, without recourse.

IN WITNESS WHEREOF, have hereunto set hand this 9th day of October 1911.

State of Kansas, of Sedgewick County, ss.

Edwin C. Mitchell and state on this 9th day of October 1911, personally appeared Abolom Faires, husband of Sarah Faires

to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, my hand and official seal, the day and year last above set forth. Edwin C. Mitchell Notary Public.

My commission expires March 19 1912.

State of Oklahoma, County of Tulsa, ss.

This instrument was filed for record on the 24 day of Oct A. D. 1911 at 10 o'clock a M.

By W. E. Pearson Deputy. Register of Deeds.

(SEAL)

that the legal holder of this mortgage may at his option, pay such taxes, assessments or installments of principal or interest or charges for insurance, so due and payable, as the mortgagors or assigns shall reflect or submit to said annual semi-annually, shall be an additional lien upon the said mortgaged property, and the same shall be secured by this mortgage.