

MORTGAGE RECORD

MORTGAGE

THIS INDENTURE, Made this 26th day of December in the year of our Lord One Thousand Nine Hundred and Twelve between Louisa Barnes and George Barnes wife and husband of the County of Tulsa and State of Oklahoma, of the first part, and The Denning Investment Company of Oswego Kansas of the second part:

WITNESSETH, That the said party of the first part in consideration of the sum of Two Hundred and Ten DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have their sold and by these presents do GRANT, BARGAIN, SELL, AND MORTGAGE to the said party of the second part, its successors 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 south east quarter of the north west quarter the south half of the North East quarter of the Northwest quarter of the Northwest quarter, less one acre in the south west corner thereof for school purposes and the south twenty (20) acres of the Northwest quarter of the North West quarter all in section nineteen (19) Township nineteen (19) North Range quarter (14) East of the Indian Meridian, containing in all 116.32 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 party 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 \$ 2100.00 given to THE DENNING INVESTMENT COMPANY.

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

payable as follows, to-wit: Two hundred and ten DOLLARS,
\$ 105.00 Jan 1st, 19 14; \$ 105 Jan 1st, 19 15; \$ — 1st, 19 —;
\$ — 1st, 19 —; \$ — 1st, 19 —; \$ — 1st, 19 —;

at the office of THE DENNING INVESTMENT COMPANY, Kansas, according to the terms therein certain promissory notes of this day executed and delivered by the said party 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, 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, its 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 party of the first part, their heirs or assigns.

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

Signed and Delivered in Presence of

Albert H. Bell

James Bonner

Louisa Barnes (SEAL)

George Barnes (SEAL)

State of Oklahoma, Tulsa County, ss.

Before me, Albert H. Bell

State, on this 28th day of December 1912, personally appeared Louisa Barnes and George Barnes wife and husband

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 Oct 27 1914 (seal) Albert H. Bell 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 4 day of Jan A. D. 19 13 at 11:20 o'clock A. M.

By (seal) H. C. Walkley Deputy Register of Deeds.

that the legal holder of this mortgage may at his option pay such taxes assessments or in satisfaction of principal or interest or charges for insurance or the mortgagee shall neglect or refuse to pay and said mortgagee shall not be liable for any loss or damage to the property or the same shall be secured by this and then an additional lien upon the said mortgaged property.