

## MORTGAGE RECORD NO. 410

214263 C.M.J.  
 TREA FROM  
 by certify 12 and issued  
6219 in payment of mortgage  
 within mortgage  
 Laid this 20 day of Nov 1922  
 WAYNE L. DICKLY, County Treasurer  
A. J.  
 Deputy  
 STATE OF OKLAHOMA, Tulsa County, ss.  
 This instrument was filed for record on the 20 day  
 of Nov. A. D., 19 22, at 4:10  
 o'clock P. M., and duly recorded in Book 410 on page 127  
 (SEAL) O. D. Lawson, County Clerk.  
 By F. Delman Deputy.  
 Fees, \$

## KNOW ALL MEN BY THESE PRESENTS:

That Wa. G. A. Rutherford and Clara Rutherford husband and wife  
 of Tulsa County, in the State of Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to the  
THE OKLAHOMA CITY BUILDING AND LOAN ASSOCIATION of Oklahoma City, Oklahoma, a corporation  
 duly organized and doing business under the statutes of the State of Oklahoma, party of the second part, the following real estate situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Six (6), Block Six (6), Irving Place Addition  
 to Tulsa, Oklahoma, as shown by the recorded plat  
 thereof,

with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same and waive the appraisalment, and all home-  
 stead exemptions.

Also 12 shares of stock of said Association, Certified No. 14676 Series No. 288  
 This mortgage is given in consideration of Twelve Hundred DOLLARS,  
 the receipt of which is hereby acknowledged, and for the purpose of securing payment of the monthly sum, fines and other items hereinafter specified, and  
 the performance of the covenants hereinafter contained.

And the said mortgagor S for themselves and for their heirs, executors and administrators, hereby  
 covenant with said mortgagee its successors and assigns, as follows:

FIRST: Said mortgagor S being the owner of 12 shares of stock of the said THE OKLAHOMA CITY BUILDING AND  
SAVINGS & LOAN ASSOCIATION, and having borrowed of said Association, in pursuance of its by-laws, the money secured by this mortgage, will do all  
 things which the by-laws of said Association require shareholders and borrowers to do, and will pay to said Association on said stock and loan the sum of  
Seventeen & 16/100 Dollars and (17.16) cents (17.16)  
 per month, on or before the 20th day of each and every month, until said stock shall mature as provided in said by-laws, provided that  
 said indebtedness shall be discharged by the cancellation of said stock at maturity, and will also pay all fines that may be legally assessed against them  
 under said by-laws or under any amendments that may be made thereto, according to the terms of said by-laws or under any amendments that may be  
 made thereto, according to the terms of said by-laws and a certain non-negotiable note bearing even date herewith, executed by said mortgagor S  
G. A. Rutherford and Clara Rutherford to said mortgagee

SECOND: That said mortgagor S, within forty days after the same becomes due and payable, will pay all taxes and assessments which shall be  
 levied upon said lands, or upon, or on account of this mortgage, or the indebtedness secured thereby, or upon the interest or estate in said lands created or  
 represented by this mortgage, or by said indebtedness, whether levied against the said mortgagor S, their legal representatives or as-  
 signs, or otherwise; and said mortgagor S hereby waive any and all claim or right against said mortgagee, its successors or assigns, to any payment  
 or rebate on or offset against the interest or principal or premium of said mortgage debt, by reason of the payment of any of the aforesaid taxes or assess-  
 ments.

THIRD: That the said mortgagor S will also keep all buildings erected and to be erected upon said lands insured against loss and damage by tor-  
 nado or fire with insurers approved by the mortgagee in the sum of Twelve Hundred dollars, as a further  
 security to said mortgage debt, and assign and deliver to the mortgagee all insurance upon said property.

FOURTH: If said mortgagor S make default in the payment of any of the aforesaid taxes or assessments, or in procuring and maintaining  
 insurance as above covenanted, said mortgagee, its successors or assigns may pay such taxes and effect such insurance, and the sum so paid shall be a further  
 lien on said premises under this mortgage, payable forthwith, with interest at the rate of 10 per cent per annum.

FIFTH: Should default be made in the payment of said monthly sums, or of any of said fines, or taxes, or insurance premiums, or any part there-  
 of, when the same are payable as provided in this mortgage and in said note and said by-laws, and should the same, or any part thereof, remain unpaid  
 for the period of three months, then the aforesaid principle sum of Twelve Hundred DOLLARS,  
 with arrearages thereon, and all penalties, taxes and insurance premiums shall, at the option of said mortgagee, or its successors or assigns, become payable  
 immediately thereafter, anything hereinbefore contained to the contrary thereof notwithstanding. In the event of legal proceedings to foreclose this mort-  
 gage, the indebtedness thereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten per cent per annum in lieu of the  
 further payments of monthly installments.

SIXTH: The said mortgagors shall pay to the said mortgagee or to its successors or assigns, the sum of One Hundred Twenty DOLLARS,  
 as a reasonable solicitor's fee in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage for  
 default in any of its covenants, or as often as the said mortgagors or mortgagee may be made defendant in any suit affecting the title of said property, which  
 sum shall be an additional lien on said premises.

SEVENTH: As further security for the indebtedness above recited the mortgagor hereby assigns the rentals of the above property mortgaged to  
 the mortgagee and in case of default in the payment of any monthly installment the mortgagee or legal representative may collect said rents and credit the  
 sum collected less cost of collection, upon said indebtedness, and these promises may be enforced by the appointment of a Receiver by the Court.

IN WITNESS WHEREOF, The said mortgagor S ha Y9 hereunto set their hand S and seal S on  
 the 17th day of November A. D. 19 22.

G. A. Rutherford (Seal)

Clara Rutherford (Seal)

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 17th  
 day of November, 19 22, personally appeared

G. A. Rutherford and Clara Rutherford, husband and wife

to me known to be the identical person S 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.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date above mentioned.

(Seal)

F. B. Jordan

Notary Public.

My commission expires on the 11th day of Oct. 1925.

## TREASURER'S ENDORSEMENT:

I hereby certify that I received \$ and issued Receipt No. therefor in payment of mortgage tax on the  
 within mortgage.

Dated this day of 19

County Treasurer.

By

Deputy.