MORTGAGE RECORD NO. 410

| 215257 C.M.J. | STATE OF OKLAHOMA, Tulsa County, ss. |
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| TREASURER'S ENDORSERITATION and issued acreby certify that I received \$ and mortgage therefor in payment of mortgage the within mortgage. | This instrument was filed for record on theday |
| | of Dec. A. D., 19 22, at 4:40 |
| ereby colling therefor in pay | o'clockP.M., and duly recorded in Book 410 on page 162 |
| 11 the / And Olseger | ((SEAL)) County Clerk. |
| thereby certify that therefor in payment of the vithin mortiste. In the within mortiste. Onted this WAYNE La DICKEY, County Treasurer Deputy Deputy | By F. Del man Deputy. |
| Doputy | Fees, \$ |
| KNOW ALL MEN BY THESE PRESENTS: | |
| That H. B. Stone and Nettie F. Stone, his wife. | |
| of Tulsa County, in the State of Oklahoma, part 198 of the first part, have mortgaged and hereby mortgage to the HOME BULLDING AND TOAN ASSOCIATION of Tulsa 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: | |
| (14) Cherokee Heig | and Sixteen (16) Block Fourteen ghts Addition to the city of Tulsa, ahoma, according to the recorded |
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| | |
| | g, and warrant the title to the same and waive the appraisement, and all home- |
| AlsoQneshares of stock of said Association. Cer | rtified No. 927 |
| This mortgage is given in consideration of One Hundred | dDOLLARS, ring 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 | |
| FIRST: Said mortgagor S being the owner of One shares of stock of the said 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 | |
| One | |
| made theretor according to the terms of said by hiws and a certain non-ne H. B. Stone and Nettie | egotiable note bearing even date herewith, executed by said mortgagor |
| levied upon said lands, or upon, or on account of this mortgage, or the increpresented by this mortgage, or by said indebtedness, whether levied againsigns, or otherwise; and said mortgagorhereby waive any and all | e same becomes due and payable, will pay all taxes and assessments which shall be debtedness secured thereby, or upon the interest or estate in said lands created or inst the said mortgagor. 5. their least or legal representatives or assill claim or right against said mortgagee, its successors or assigns, to any payment 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 nado or fire with insurers approved by the mortgagee in the sum ofO | erected and to be erected upon said lands insured against loss and damage by tor- ne Hundred |
| security to said mortgage debt, and assign and deliver to the mortgages al FOURTH: If said mortgagorSmake default in the payme insurance as above covenanted, said mortgagee, its successors or assigns mi | Il insurance upon said property. ent of any of the aforesaid taxes or assessments, or in procuring and maintaining ay pay such taxes and effect such insurance, and the sum so paid shall be a further |
| FIFTH: Should default be made in the payment of said monthly of, when the same are payable as provided in this mortgage and in said for the period of three months, then the aforesaid principl with arrearages thereon, and all renalties, taxes and insurance premiums immediately thereafter, anything hereinbefore contained to the contrary t gage, the indebtedness thereby secured shall bear interest from the filing of | at the rate of ten per cent per annum. sums, or of any of said fines, or taxes, or insurance premiums, or any part there- l note and said by-laws, and should the same, or any part thereof, remain unpaid le sum of One Hundred DOLLARS, s shall, at the option of said mortgagee, or its successors or assigns, become payable thereof notwithstanding. In the event of legal proceedings to foreclose this mort- of such foreclosure proceedings at the rate of ten per cent per annum in lieu of the Waived. to its successors or assigns, the sum of |
| as a reasonable Attorney's fee in addition to all other lega | DOLLRS, at costs, as often as any legal proceedings are taken to foreclose this mortgage for gagee may be made defendant in any suit affecting the title of said property, which |
| the mortgagee and in case of default in the payment of any monthly insta | recents set Their hand Sand seed S on |
| theday of November A. D. 19.22. | H. B. Stone (Seal) |
| | Nettie P. Stone (Seal) |
| | |
| STATE OF OKLAHOMA, Tulsa County, ss. | , a Notary Public in and for said County and State, on this 29th |
| day of Hovember 1928 Lersonally appe | ared, Stone , his wife . |
| to me known to be the identical person. | Stone, his wife, who executed the within and foregoing instrument, and acknowledged to me ad the same as their free and voluntary act and deed for the |
| uses and purposes therein set forth. | |
| | re hereunto set my hand and notarial seal on the date above mentioned. |
| (Seal) W. A. Setser, Notary Public. My commission expires on the 6th day of Feb. 1925. | |
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| TREASURER'S ENDORSEMENT: I hereby certify that I received \$and issued Receipt Notherefor in payment of mortgage tax on the | |
| • | |
| Dated thisday of, 19 | |
| County Treasurer. By | |