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MORTGAGE RECORD NO. 4	10

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10		This instrument was filed for record on the 1977 day
10		of atlast Pe M and duly second of the Dock 410 on page 455
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11. This Control is a start of Coldians, part. ASB of the first part, have mortgaged and hereby mortgage to the THES COLLARS CONTROL AND ALL AND	NOW ALL MEN BY	THESE PRESENTS: We. G. A. Rutherford and Clara Rutherford husband and wife
<pre></pre>	That	
<pre>up organization and ading business under the status of the State of Okkhonn, to-vit: </pre>		County, in the State of Oklahioma, part. 198of the first part, have mortgaged and hereby mortgage to the A CITY BUILDING AND LOAN ASSOCIATION OF OKLAHOMA City, Oklahoma, a corporation
Lot Six (6), Block Six (6) Irving Flace Addition to Tules. Oplabone, as shown by the recorded plat thereof.	luly organized and doing	business under the statutes of the State of Oklahoma, party of the second part, the following real estate situated in
titis all the improvements thereon and appurtnenness theremits belonging, and warrant the title to the same and waive the apprehenses, and all homes test descentifies. Assribute is an end of the apprehenses, and all homes test descentifies. Assribute is an end of the apprehenses, and an end of the apprehenses of the covenants beenhafter operide. And the said mortgage. B	Tulsa	County, State of Oklahoma, to-wit:
titis all the improvements thereon and appurtnenness theremits belonging, and warrant the title to the same and waive the apprehenses, and all homes test descentifies. Assribute is an end of the apprehenses, and all homes test descentifies. Assribute is an end of the apprehenses, and an end of the apprehenses of the covenants beenhafter operide. And the said mortgage. B		
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titis all the improvements thereon and appurtnenness theremits belonging, and warrant the title to the same and waive the apprehenses, and all homes test descentifies. Assribute is an end of the apprehenses, and all homes test descentifies. Assribute is an end of the apprehenses, and an end of the apprehenses of the covenants beenhafter operide. And the said mortgage. B		Tat in
titis all the improvements thereon and appurtnenness theremits belonging, and warrant the title to the same and waive the apprehenses, and all homes test descentifies. Assribute is an end of the apprehenses, and all homes test descentifies. Assribute is an end of the apprehenses, and an end of the apprehenses of the covenants beenhafter operide. And the said mortgage. B		Dir Six (6), Block Six (6) Irving Place Addition to
tead carrylinas. Also		TUISA, OKIANOMA, AS SHOWN OF THE ISCOLUCE PIAN DEFECT,
tead carrylinas. Also		
tead carrylinas. Also		
tead carrylinas. Also	with all the improvement	s thereon and appurtenances thereunto belonging, and warrant the title to the same and waive the appraisement, and all home-
This mortgage is given in consideration of	tond arometions	
<pre>ns performance of the corenance increases and assign, an follow:</pre>	Also 2	shares of stock of said Association, Certified No.
<pre>ns performance of the corenance increases and assign, an follow:</pre>	he receipt of which is he	reby acknowledged, and for the purpose of securing payment of the monthly sum, fines and other items hereinafter specified, and
oreannt	he performance of the co	ovenants hereinalter contained
MAYNEGSE LOAN ASSOCIATION, and having borrowed a side Association, in pursuance of its by-laws, the mensy secured by this mortages, will do an will pay to and Association on and acceled and lean the aum of a morting or a block that and a sociation on and acceled and lean the aum of a morting or a block that and the terms of and the laws of a social by-laws, provided in the law of a social terms of the laws of the laws of the laws of under the laws of the laws of the laws of under the laws of under the laws of	ovenentwith sa	aid mortgagee its successors and assigns, as follows:
hings which the by-laws of and Association require inherholders and horewers to do and will pay to mail Association must device and non the fill on a more provided by the calculation of and stock and none work of the fill and by the second stock of and every month, until and notes that may be legall association and an order and and hore hore. If and the fill and by the calculation of and it does the material, and will also pay all finances approach of stack of the form of and by-laws or under any amendments that may be mail association of and stock and more specified to the terms of and by-laws or under any amendments that may be mail association of stack of the terms of and by-laws or under may amendments the stack of the terms of and by-laws or under may amendments the stack of the terms of and by-laws or under may amendments the stack of the terms of and by-laws or under may amendments the stack of the terms of and by-laws or the induction of this mortgage, or the inductor for the another and the start or the stack of the terms of terms of the terms of terms of the stack of terms of terms of terms of the stack of terms of terms of terms of terms of terms of terms of the stack of terms of t	LAVINGER LOAN ASS	SOCIATION, and having borrowed of said Association, in pursuance of its by-laws, the money secured by this mortgage, will do all
e voorth, on or before the	hings which the by-laws	s of said Association require shareholders and borrowers to do, and will pay to said Association on said stock and loan the sum of
aid in debtedness shall be discharged by the cancellation of and stock at maturity, and will also pay all fines that may be legally usessed against	an month on an holoro	the 20th day of each and every month until said stock shall mature as provided in said by-laws, provided that
nder sald by-laws or under any amendments that may be made thereto, according to the turns of aidd by-laws or under any amendments that may be made thereto, according to the turns of aidd by-laws of the same become due and payable, will may all ancetagon. S., within forty days atter the same becomes due and payable, will may all taxes and assessments which shall be avoid upon aid lands, or upon, or an account of this mortgage, or the indebtedness secured thereby, or upon the interest or principal or premium of aid mortgage of the payable, will may all taxes and assessments which shall be avoid upon aid lands, or upon, or an account of this mortgage, or the indebtedness secured thereby, or upon the interest or principal or premium of aid mortgage of the payment of any of the adoresald taxes or assessments. THIRD: That the said mortgage of the same and sain and all dails or gated by the account of the adoresald taxe or assessments, are intributed and ortgage of the same assign and of there to the mortgages and in the same and feet such insurance, and the amort of any of the adoresald taxe or assessments, or in procuring and maintain insurance and these made in the synaph of the adoresald taxe or assessments, or in procuring and maintain insurance and these made in the synaph of the adoresald taxe or assessments, or in procuring and maintain insurance and these made in the synaph of the adoresald taxe or assessments, or in procuring and maintain insurance and the amed in the synaph of the adoresald taxe or assessments, or in procuring and maintain insurance and these or the mortgages and in aid notes and all by-laws, and should the same, or any part thereot, remain uput thereot, the same are popy and the set of the optimal or of add or said anortgage of the same or any part thereot, remain uput thereot, the same are popy and the set of the same are popy and thereot, the same are popy and thereot the addition and the said mortgages or the same of a same of addition anortgage ore the same and addition and anortgage	aid indebtedness shall be	e discharged by the concellation of said stock at maturity, and will also pay all fines that may be legally assessed againstUnom
G. A., RUTHERIGY G	nder said by-laws or ur	nder any amendments that may be made thereto, according to the terms of said by-laws or under any amendments that may be to the terms of said by-laws and a certain non-negotiable note bearing even date herewith, executed by said mortgagor.
<pre>wind upon sid lands, or upon, or on acount of this mortgage, or bus ind holds denses, whether over degainst the add mortgage</pre>		G. A. Rutherford and Clara Rutherford
<pre>epresented by this mortgage, or by said indebtedness, whether leviced against the said mortgager</pre>	SECOND: That	said mortgagorS_, within forty days after the same becomes due and payable, will pay all taxes and assessments which shall be r upon, or on account of this mortgage, or the indebtedness secured thereby, or upon the interest or estate in said lands created of
igns, or otherwise; and asid motrgager hereby waive any and all chim or right against and motrgages, its successors or assigns, to any partents robate on or other against the interest or principal or premium of asid motrgage debt, by reason of the payment of any of the aforesaid taxes or assessments. THIRD: That the said motrgage of	epresented by this morta	rage, or by said indebtedness, whether levied against the said mortgagor_S.,
<pre>ments. THIRD: That the said mortgagor. Swill also keep all buildings erseted and to be erected upon said lands insured against loss and damage by too ado or free with housers approved by the mortgages in the sum of <u>THTPG HUNDTPG</u></pre>	inne or otherwise, and	sold mortgager. S berghy wrive any and all claim or right against said mortgagee, its successors or assigns, to any payment
ecurity to said mortgage debt, and assign and deliver to the mortgages all insurance upon said property. FOURTH: If said mortgages,,	nonto	
ecurity to said mortgage debt, and assign and deliver to the mortgages all insurance upon said property. FOURTH: If said mortgages,,	THIRD: That t	he said mortgagor
neurance as above covenanted, said mortgages, its successors or assigns may pay such taxes and effect such insurance, and the sum so paid shall be a further is on said premises under this mortgage, payable forthwith, with interest at the rate of	ecurity to said mortgage	e debt, and assign and deliver to the mortgagee all insurance upon said property.
<pre>ier on said premises under this mortgage, payable forthwith, with interest at the rate of1</pre>	neuranco as above coven	parted said mortgages, its successors or assigns may such taxes and effect such insurance, and the sum so paid shall be a further
TITTH: Should default be made in the payment of said monthly sums, or of my of said fines, or taxy, or mannee premume, or any part takers, when the same are payable as provided in this mortgage and in said hote and said by-laws, and should the same, or any part thereof, remain unput mediately thereafer, anything hereinhefore contained to the contrary thereof notwithstanding. In the event of legal proceedings to foreclose this mort fage, 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 utther payments of monthly installments. SIXTH: The said mortgages shall pay to the said mortgage or to its successors or assigns, the sum of the payment of the add mortgages or mortgage may be made default in the payments. SIXTH: The said mortgages shall pay to the said mortgages or mortgage may be made default in the payment of a dimension expression of a solit of the said mortgages or mortgage may be made default in the payment of an addition to all other legal costs, as often as any legal proceedings to foreclose this mortgage for a reasonable. SOLICITOR'S for the indebtedness above recited the mortgage or legal representative may collect said property, whice mortgage and in case of default in the payment of any monthly installment the mortgage or legal representative may collect said rents and credit thum 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 mortgage. A not said set and for a default in the payment of and. Clarra Rutherford (Seal Clarra Rutherford (Seal Marcel 10, 0, Marcel A), 10, 2% personally appeared me saw of the within and foregoing instrument, and acknowledged to m that they convert by the file of and acknowledged to m that they convert by the file of and and notarial seal not deated now received the same as the said country are tand deded for thum of longesing instrument, and acknowle	ion on sold promises and	or this mortgage never he forthwith with interest at the rate of 10
or the period of	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 availe as provided in this mortgage and in said note and said by-laws, and should the same, or any part thereof, remain unpaid
mmediately thereafter, anything hereinbefore contained to the contrary thereof notwithstanding. In the event of legal proceedings to foreclose this motrage, 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 urther payments of monthly installments. SIXTH: The said mortgagors shall pay to the said mortgage or to its successors or assigns, the sum of	as the new of the	ree months then the storesaid principle sum of Three Hundred
<pre>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 urther payments of monthly installments. SIXTH: The said mortgagors shall pay to the said mortgagee or to its successors or assigns, the sum of</pre>	mmodiately thereafter s	anything hereinhefore contained to the contrary thereof notwithstanding. In the event of legal proceedings to foreclose this more
SIXTH: The said mortgagors shall pay to the said mortgagee or to its successors or assigns, the sum of	gage, the indebtedness th	hereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten per cent per annum in new of the
Thirty DOLLAS is a reasonable SOlicitor's fee in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage to fealult in any of its coventrie, or to often as the said mortgagers or mortgagee may be made defendant in any suit affecting the tille of said property, which the mortgage of the above property mortgaged to a mortgage and in case of default in the payment of any monthly installment the mortgage or legal representative may collect said ents and credit the mortgage of the appointment of a Receiver by the Court. IN WITNESS WHEREOF, The said mortgagers, S, have, hereunto set Liber	SIXTH: The sai	id mortgagors shall pay to the said mortgagee or to its successors or assigns, the sum of
<pre>Bar reasonable is a reasonable in a duration of an origine cost of a start of any suit affecting the title of said property, which is a difference of the another of the coventrix, or is often as the said morigines or morigines may be made defendiant in any suit affecting the title of said property, which is a difference of the another of the above property morigined to an additional lien on said premises. SEVENTH: As further security for the indebtedness and these promises may be enforced by the appointment of a Receiver by the Court. IN WITNESS WHEREOF, The said morigingon. S _ ha^{vg} hereunto set</pre>		ThirtyDOLLRS
um shall be an additional lien on said premises. SEVENTH: As further security for the indebtedness above recited the mortgager hereby assigns the rentals of the above property mortgaged to the mortgage and in case of default in the payment of any monthly installment the mortgage or legal representative may collect said rents and credit the mortgage and in case of default in the payment of any monthly installment the mortgage or legal representative may collect said rents and credit the mortgage and in case of default in the payment of any monthly installment the mortgage or legal representative may collect said rents and credit the mortgage and in case of default in the payment of any monthly installment the mortgage or legal representative may collect said rents and credit the mortgage and in case of default in the payment of any monthly installment the mortgage or legal representative may collect said rents and credit the mortgage and in case of default in the payment of any monthly installment the mortgage or legal representative may collect said rents and credit the mortgage and in case of default in the payment of any monthly installment the mortgage or legal representative may collect said rents and credit the mortgage and in case of default in the payment of any monthly installment the mortgage or legal representative may collect said rents and credit the mortgage and in case of default in the payment of mortgage and in case of collection, upon said indebtedness, and these promets. As not any Public in and for said County and State, on this		
he mortgagee and in case of default in the payment of any monthly installment the mortgagee or legal representative may collect said rents and credit th num 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 mortgager. S_hare	um chall be an addition	al lion on said promises
he	a second s	as a default in the normant of our monthly installment the mortgages or legal representative may collect said rents and credit the
he	sum collected less cost of IN WITNESS W	connection, upon said indeptedness, and these promises may be enforced by the appointment of a receiver by the Court. (HEREOF. The said mortgaor. $S_{ha} \nabla \Theta_{hereunto set}$ their their hand $S_{hand} S_{hand}$ so the court.
Clara Rutherford (Seal) STATE OF OKLAHOMA, Tulse County, ss. Before me, the undersigned, a Notary Public in and for said County and State, on this 15th lay of	he15th	day of March A. D. 19 23
STATE OF OKLAHOMA, Tulss Before me, the undersigned hay of 19.23 personally appeared hay of G. A. Rutherford and Clara Rutherford, husband and wife to me known to be the identical person Swho executed the within and foregoing instrument, and acknowledged to m that they to me known to be the identical person Swho executed the within and foregoing instrument, and acknowledged to m that they 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, My commission expires on the 11th I hereby certify that I received \$ 20 TREASURER'S ENDORSEMENT: and issued Receipt No. As Multic therefor in payment of mortgage tax on the		
Before me, March 19_23_personally appeared		Clara Rutherford (Seal
Before me, March 19_23_personally appeared		Tulse Comit of
to me known to be the identical personSwho executed the within and foregoing instrument, and acknowledged to m thattheycreated the same astheir free and voluntary act and deed for th 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, My commission expires on the lith day of Oct. 1925. TREASURER'S ENDORSEMENT: I hereby certify that I received \$	Before me.	the undersigned
to me known to be the identical personSwho executed the within and foregoing instrument, and acknowledged to m thattheycreated the same astheir free and voluntary act and deed for th 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, My commission expires on the lith day of Oct. 1925. TREASURER'S ENDORSEMENT: I hereby certify that I received \$	day of Marc	h 19 23 personally appeared
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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, My commission expires on the <u>lith</u> day of <u>Oct. 1925</u> . TREASURER'S ENDORSEMENT: I hereby certify that I received \$ and issued Receipt No. <i>M. Multi</i> therefor in payment of mortgage tax on the within mortgage. 9/		thattheyexecuted the same astheirfree and voluntary act and deed for th
(Seal) F. B. Jordan. Notary Public My commission expires on the 11th day of Oct. 1925. I hereby certify that I received \$		uses and purposes therein set forth.
TREASURER'S ENDORSEMENT: I hereby certify that I received \$ 30 and issued Receipt No 74		IN WITNESS WHEREOF, I have nercunto set my hand and notarial seat on the date above mentioned.
TREASURER'S ENDORSEMENT: I hereby certify that I received \$ 30 and issued Receipt No 74		Notary Public
TREASURER'S ENDORSEMENT: I hereby certify that I received \$ 30 and issued Receipt No 74		11th
I hereby certify that I received \$	My commission expires	on theday of
Dated this 2/ day of March, 1993 All aspre 2- Dickey County Treasurer. By	My commission expires	on the 11th day of Oct. 1925. TREASURER'S ENDORSEMENT:
<u>ll'aspre d'- Nickey</u> County Treasurer. By	My commission expires I hereby certify th within mortgage	on theday ofCt. 1925. TREASURER'S ENDORSEMENT: hat I received \$BOand issued Receipt Notherefor in payment of mortgage tax on th
	I hereby certify the within mortgage.	that I received \$ and issued Receipt No The Stumbing therefor in payment of mortgage tax on th
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