

225824 C.M.J.

FROM

TO

STATE OF OKLAHOMA, Tulsa County, ss.

27

This instrument was filed for record on the

March

A. D., 1923

day

at 3:10

o'clock P. M., and duly recorded in Book 410 on page 487

(SEAL)

O. G. Weaver,

County Clerk.

By Brady Brown,

Deputy.

Fees, \$.

KNOW ALL MEN BY THESE PRESENTS:

That Gus E. Payne and Esther D. Payne

of Tulsa County, in the State of Oklahoma, part 189 of the first part, have mortgaged and hereby mortgage to the HOME BUILDING AND LOAN 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:

Lot Seven (7) in Block Five (5) in Forest Park Addition to the city of Tulsa, Tulsa County, Oklahoma, according to 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 Thirty-five shares of stock of said Association, Certified No. 1139

This mortgage is given in consideration of Thirty-five 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 Thirty-five shares of stock of the said HOME 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 Fifty Dollars and Five cents (\$50.05)

per month, on or before the 15th 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. Gus E. Payne and Esther D. Payne, his wife.

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 assigns, 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 assessments.

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 tornado or fire with insurers approved by the mortgagee in the sum of Thirty-five 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 ten 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 thereof, 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 Thirty-five 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 mortgage, 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. Appraisalment waived.

SIXTH: The said mortgagors shall pay to the said mortgagee or to its successors or assigns, the sum of Three Hundred Fifty DOLLARS, as a reasonable attorney'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. ve hereunto set their hand S. and seal S. on the 23rd day of March A. D. 1923

Gus E. Payne

Esther D. Payne

STATE OF OKLAHOMA, Tulsa County, ss.

Before me W. A. Setser, a Notary Public in and for said County and State, on this 26th day of March, 1923, personally appeared

Gus E. Payne and Esther D. Payne, his wife,

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that executed the same as 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,

Feb. 6, 1926. (Seal) W. A. Setser,

Notary Public.

My commission expires on the day of

TREASURER'S ENDORSEMENT:

I hereby certify that I received \$350 and issued Receipt No. 8478 therefor in payment of mortgage tax on the within mortgage.

Dated this 26 day of March, 1923

Wayne L. Hickey County Treasurer.

By A. J. Deputy.