# MORTGAGE RECORD NO. 413

BLACK PTG. CO., TULSA, OKLA.

**222881 C.M.J.**

**FROM**

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**TO**

**UNITED SAVINGS & LOAN ASSOCIATION**
**TULSA, OKLAHOMA**

STATE OF OKLAHOMA, Tulsa, County, SS.
The instrument was filed for record on the 26th day
of Feb. A. D. 1923 4:00
o'clock P. M., and duly recorded in book 413 on page 369

(SEAL)        O. G. Weaver,
                                              County Clerk
By Brady Brown, Deputy.

Fees, $

KNOW ALL MEN BY THESE PRESENTS:

That J. G. Madden, a single man,

of Tulsa, Tulsa County, in the State of Oklahoma, party of the first part, have mortgaged and hereby mortgage to the UNITED SAVINGS & LOAN ASSOCIATION, of Tulsa, Oklahoma, a corporation duly organized and doing buisiness under the statutes of the State of Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Block "Q" in Farm Colony Subdivision in Section Six (6),
Township Nineteen (19) North, Range Twelve (12) East I.M.,
according to the recorded official plat thereof.

with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same and waive the appraisement, and all homestead exemptions Also 10 shares of stock of said Association, Certificate No. 1220 Class B.
This mortgage is given in consideration of One Thousand 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 for himself and for his heirs, executors and administrators, hereby covenant with said mortgagee, its successors and assigns, as follows:

FIRST. Said mortgagor being the owner of 10 shares of stock of the said UNITED 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 Asscciation on said stock and loan the sum of Thirty dollars and No cents ($30.00) 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 him 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 J. G. Madden, a single man, to said mortgagee

SECOND. That said mortgagor, within forty days after the same become 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 his legal representatives or assigns, or otherwise, and will pay any and all labor or material liens, whether created before or after this date, that are lawfully charged against said premises; and said mortgagor 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, assessments, labor or material liens.

THIRD. That the said mortgagor will also keep all buildings erected and to be erected upon said lands insured against loss and damage by tornado and fire with insurers approved by the mortgagee in the sum of One Thousand 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 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, effect such insurance, pay said liens, and the sums so paid shall be 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 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 principal sum of One Thousand DOLLARS, with arrearages thereon, and all penalties, taxes and insurance premiums, shall, at the option of said mortgagee, or of 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.

SIXTH. The said mortgagors shall pay to the said mortgagee or to its successors or assigns, the sum of One Hundred 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 mortgagees may be made defendant in any suit affecting the title of said property, which sum shall be an additional lien on said premises and shall become due upon the filing of petition or cross-petition of foreclosure.

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 has hereunto set his hand on the 23rd day of February A. D. 1923.

J. G. Madden

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STATE OF OKLAHOMA Tulsa County, SS

Before me A. V. Long, a Notary Public in and for said County and State, on this 24th day of February 1923, personally appeared J. G. Madden, a single man,

to me known to be the identical person who executed the within and aforegoing instrument and acknowledged to me that he executed the same as his 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)        A. V. Long,
                                              Notary Public

My commission expires on the 1st day of May, 1926.

**TREASURER'S ENDORSEMENT**

I hereby certify that I received $ 1.00 and issued receipt No. 7946 therefor in payment of mortgage tax on the within mortgage.

Dated this 26 day of Feb. 1923

Wayne L. Dickey County Treasurer        By A. J. Deputy.