MORTGAGE RECORD NO. 413

BLACK PTG. CO. TULSA OKLA.

228533   **C.M.J.**
FROM

— — — — — — — —

TO

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

STATE OF OKLAHOMA, Tulsa, County, SS.
This instrument was filed for record on the _____ 24 _____ day
of _____ April _____ A. D. 1923 at 4:20
o'clock _____ P. _____ M., and duly recorded in book _____ 413 _____ on page _____ 462

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

Fees, $ _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ Edward Boan and Essie Boan, his wife, _____

of _____ Tulsa _____ County, in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to the UNITED SAVINGS & 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 described real estate and premises situated in _____ Tulsa _____ County, State of Oklahoma, to-wit:

Lots Fourteen (14) and Fifteen (15) in Block Nine (9) in
Wooley Addition to the town of Dawson, Tulsa County, Okla-
homa, according to the official recorded 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. _____ 1313 _____ 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 mortgagors for _____ themselves _____ and for _____ their _____ heirs, executors and administrators, hereby covenant _____ with said mortgagee, its successors and assigns, as follows:

FIRST, Said mortgagors _____ 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 Association on said stock and loan the sum of _____ Forty _____ dollars and _____ No _____ cents ($40.00 _____) 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 _____ 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 mortgagors _____ Edward Boan and Essie Boan, his wife, _____ to said mortgagee

SECOND. That said mortgagors _____ 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 mortgagors _____ their _____ 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 mortgagors _____ 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 mortgagors _____ 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 mortgagors _____ 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 mortgagors have hereunto set _____ their _____ hands _____ on the _____ 19th _____ day of _____ April _____ A. D. 1923.

Edward Boan

Essie Boan

STATE OF OKLAHOMA _____ Tulsa _____ County, SS

Before me _____ the undersigned _____, a Notary Public in and for said County and State, on this _____ 23rd _____ day of _____ April _____ 192 3, personally appeared _____ Edward Boan and Essie Boan, his wife, _____

to me known to be the identical persons who executed the within and aforegoing 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.

A. V. Long,
Notary Public

(Seal)

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

TREASURER'S ENDORSEMENT

I hereby certify that I received $ _____ 1.00 _____ and issued receipt No. _____ 9071 _____ therefor in payment of mortgage tax on the within mortgage.

Dated this _____ 24th _____ day of _____ April _____, 192 3

Wayne L. Dickey _____ County Treasurer

By _____ A. J. _____ Deputy.