MORTGAGE RECORD NO. 413

235493 - BH COMPARED

BLACK PTG. CO. TULSA, OKLA.

FROM	

TO
UNITED SAVINGS & LOAN ASSOCIATION
TULSA, OKLAHOMA

STATE OF OKLAHOMA, Tulsa, County, SS.
This instrument was filed for record on the____11th____day
of_____July_____A. D., 1923, 3:30
o'clock____P.__M., and duly recorded in book____413____on page__51.

(SEAL) ____(SEAL) O. G. Weaver,____
County Clerk

By____Brady Brown____Deputy.

Fees, $____

KNOW ALL MEN BY THESE PRESENTS:

That_____Marcus C. Ringstaff, a single man_____

of____Tulsa, Tulsa____County, in the State of Oklahoma, part_y__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:

Lot one (1) in Block thirty two (32)
in Owen addition to the City of Tulsa,
Oklahoma, according to the amended
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____20____shares of stock of said Association, Certificate No.____1427____Class__B.
This mortgage is given in consideration of____Two 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_s_for____themselves____and for____heirs, executors and administrators, hereby covenant____with said mortgagee, its successors and assigns, as follows:

FIRST. Said mortgagor_s being the owner of__20____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__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____
____Marcus C. Ringstaff, 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____two 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____two 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____Two hundred____DOLLARS, ____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_s__have hereunto set____their____hand_s____on the ____9th day of____July____A. D. 1923.

____Marcus Ringstaff____

STATE OF OKLAHOMA____Tulsa____County, SS
Before me____A. V. Long,____a Notary Public in and for said County and State, on this ____9th____day of____July____1923, personally appeared____Marcus C. Ringstaff, 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 $____2.00____and issued receipt No.__10588____therefor in payment of mortgage tax on the within mortgage.

Dated this____12____day of____July____1923

____W W Stuckey____County Treasurer By____P S B____Deputy.