

MORTGAGE RECORD No. 419

BLACK PRINTING CO., TULSA, OKLA.

230732 C.M.J.

REAL ESTATE SECOND MORTGAGE.

FROM

STATE OF OKLAHOMA, TULSA COUNTY ss.

This instrument was filed for record on the 16 day

of May, A. D. 1923, at 4:20

O'clock, P. M., and duly recorded in Book 419 at page 190

TO

EXCHANGE TRUST COMPANY

TULSA, OKLAHOMA

(SEAL) O. G. Weaver,

Brady Brown, County Clerk

By Deputy

Fees

THIS MORTGAGE, Made this 12th day of May, A. D. 1923, by and between
 C. H. Seger and Luella F. Seger, his wife, and W. T. Everard and Mary S. Everard, his wife,
 of Tulsa,
 County, in the State of Oklahoma, as the part 1st the first part (hereinafter called mortgagors whether one or more), and EXCHANGE TRUST COMPANY, a cor-
 poration, of Tulsa, Oklahoma as the party of the second part (hereinafter called mortgagee):

WITNESSETH, That said part 1st of the first part, for the purpose of securing the payment of the sum of Eight Thousand & No/100

DOLLARS, the receipt of which is hereby acknowledged; and also the interest thereon, as hereinafter set forth, do by these presents
 mortgage unto said party of the second part, its successors and assigns, all the following described real estate, situated in Tulsa

County and State of Oklahoma, to-wit: Beginning at a point on the North line of Block Thirteen (13) Maple
 Park Addition to City of Tulsa, Oklahoma, One Hundred twelve (112) feet from North East corner
 of said Block thirteen (13); thence in a southerly direction along a line parallel with West
 line of Block thirteen (13) a distance of ninety (90) feet; thence in an Easterly direction
 along a line parallel with North line of said Block thirteen (13), a distance of ten (10)
 feet; thence in a southerly direction along a line parallel to West line of Block Thirteen
 (13) a distance of fifteen (15) feet; thence in an Easterly direction along a line parallel to
 the North line of said Block thirteen (13) to West line of Midland Valley Railroad; thence
 a Southerly direction along West line of right-of-way of Midland Valley Railroad to a point
 intersecting with a line one hundred seventy-nine and eighty-four hundredths (179.84) feet
 South and parallel with North line of said Block thirteen (13), thence along said line one
 hundred seventy-nine and eighty-four hundredths (179.84) feet South and parallel with North
 line of Block thirteen (13) to the West line of Block thirteen (13); thence North along West

To have and to hold the same, together with all and singular the improvements thereon, the tenements, hereditaments and appurtenances thereunto belonging,
 or in anywise appertaining, forever.

This mortgage is given to secure the payment of 32 promissory note, to-wit: One principal note for the sum of \$ 250.00 due
 June 12th 1923, and 31 principal notes for the sum of \$250.00 each, due the 12th day of each
 month thereafter until all are paid.

line of Block thirteen (13) to Northwest corner of said Block a distance of one hundred
 seventy-nine and eighty-four hundredths (179.84) feet, thence along the North line of Block
 thirteen (13) to the point of beginning.

and interest thereon as specified in the face of the same and as evidenced by coupon interest notes attached thereto, all dated of even
 date herewith, payable at the office of mortgage, signed by mortgagors, and bearing interest at 10% per annum after maturity, payable semi-annually, also all com-
 mission notes executed simultaneously herewith as a part of this transaction; and this mortgage shall also secure the payment of any renewals of any such indebtedness.

Said mortgagors hereby covenant that they are owners in fee simple of said premises; that the same are free and clear of all incumbrances; and will warrant and
 defend the same against all lawful claims of any other person.

Said mortgagors agree to insure the buildings on said premises against loss by fire or tornado in the sum of \$ 25,000.00 for the benefit of the mortgagee
 and maintain such insurance during the existence of this mortgage. All policies taken out or issued on the property, even though the aggregate exceeds the amount
 of this mortgage, shall be assigned to the mortgagee as additional security and in case of loss under any policy the mortgagee may collect all moneys payable and receive-
 able thereon and apply the same to the payment of the indebtedness hereby secured or may elect to have the buildings repaired or replaced. In case of failure, neglect
 or refusal to procure and maintain such insurance or to deliver the policies to the mortgagee herein, the mortgagee may, at its option, without notice, insure or reinsure
 the improvements on said real estate and the amounts of premiums paid therefor shall be secured hereby and shall be deemed immediately due and payable to mortgagee
 and shall bear interest until paid at 10% per annum from date of such payment.

Said mortgagors agree to pay all taxes and assessments lawfully assessed on said premises before delinquent and shall satisfy and discharge any and all liens,
 charges or incumbrances upon said property which are, or may become, prior claims over the lien of this mortgage and in case such discharge and satisfaction shall
 not be promptly made when due or payable, then mortgagee may satisfy or pay such liens, charges or incumbrances. All payments so made by the mortgagee shall
 immediately be due and payable to it, including all costs, expenses and attorney fees in connection therewith, whether brought about by litigation or otherwise, and all
 amounts so expended or paid shall bear interest at 10% per annum from payment until reimbursement is made and shall be additional liens upon said property and
 secured by this mortgage.

It is further understood and agreed that during the term of this mortgage all buildings, fences, sidewalks and other improvements on said property shall be kept
 by mortgagors in as good state of repair as the same are at the present time and that no waste shall be permitted; that the premises shall not be used for any illegal
 or disreputable business or used for a purpose which will injure or render said premises unfit or less desirable for their present uses and purposes; that no unnecessary
 accumulation of combustible material shall be permitted on the premises; that all fixtures now installed or which may hereafter be installed in or about the improvements
 on said premises shall be kept in a good state of repair so that the same will be useful and suitable for the purposes for which they have been or may be installed and
 so that damage will not result to the improvements or any portion thereof from a failure to maintain such fixtures in proper repair, and in case any damage should
 result from any cause proper and suitable repairs will be immediately done and installed so that the improvements on said premises will be maintained at least as good
 condition as the same are at the present time, ordinary wear and tear excepted.

Said mortgagors further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein pro-
 vided, attorney fees as provided in any of the notes above described will be paid to said mortgagee. Said fees shall be due and payable upon the filing of the petition
 for foreclosure and the same shall be a further charge and lien upon said premises and the amount thereof shall be recovered in said foreclosure suit and included in
 any judgement rendered, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if said mortgagors shall pay or cause to be paid to said mortgagee, its successors or assigns, said sums of money specified in the above described notes, together
 with the interest thereon according to the terms and tenor of said notes, and shall keep and perform during the existence of this mortgage the covenants and agreements
 herein contained, then these presents shall be wholly discharged and void, otherwise the same shall remain in full force and effect, but if default be made in the payment
 of the notes, or any of them, when due, or in case default in the performance of or refusal to observe any of the covenants, agreements or conditions herein contained,
 the entire principal sum hereby secured and all interest due thereon may at the option of the mortgagee and without notice be declared due and payable at once and this
 mortgage may thereupon be foreclosed immediately to enforce payment thereof, including interest, costs, charges and fees herein mentioned or contemplated and
 mortgagee shall, at once upon the filing of petition for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described prem-
 ises and may at once take possession of the same and receive and collect the rents, issues and profits therefrom and if necessary may have a receiver appointed by
 a court of proper jurisdiction for such purposes and all costs, charges and fees incurred shall constitute and be an additional lien under the terms of this mortgage.

Said mortgagors waive notice of election to declare the whole debt due as above provided and also the benefit of stay, valuation or appraisal laws. All of
 the covenants, agreements and terms contained herein shall be binding on the mortgagors, their heirs, personal representatives and assigns, and shall be for the benefit
 of the mortgagee, its successors and assigns.

IN WITNESS WHEREOF, said part 1st of the first part ha ve hereunto set their hand s the day and year first above written.

C. H. Seger Luella F. Seger

W. T. Everard Mary S. Everard

STATE OF OKLAHOMA, Tulsa County, ss.

before me J. Jos Perry, a Notary Public in and for said County and State, on this 12th day of
 May, 1923,
 C. H. Seger and Luella F. Seger -- of his wife, and W. T. Everard and Mary S. Everard, his wife,
 personally appeared

to me known to be the identical person s who executed the within and foregoing 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.

WITNESS my hand and official seal in said County and State, the day and year last above written.

My commission expires 7/3/23

J. Jos Perry,

Notary Public.

TREASURER'S ENDORSEMENT

I hereby certify that I have received \$ 320 and issued receipt No. 9531 therefor in payment of mortgage tax on the within mortgage.

Dated this 16 day of May, 1923

By Wayne L. Dickey
 County Treasurer,
 Deputy.