

## MORTGAGE RECORD No. 419

248141 C.M.J.

COMPARED  
FROMTO  
EXCHANGE TRUST COMPANY  
TULSA, OKLAHOMA

STATE OF OKLAHOMA, TULSA COUNTY ss.

This instrument was filed for record on the 3 day  
of Jan. A. D. 1924 at 4:00  
O'clock P. M., and duly recorded in Book 419 at page 322(SEAL) O. G. Weaver,  
By Brady Brown, County Clerk  
Deputy  
Fees

THIS MORTGAGE, Made this 2nd day of January A. D. 1924, by and between  
Bertha Aggers and H. D. Aggers, her husband of Tulsa  
County, in the State of Oklahoma, as the parties of 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 parties of the first part, for the purpose of securing the payment of the sum of Four Thousand and 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:

Lot Three (3) in Block Six (6) in Poudier and Pomeroy Addition  
to the city of Tulsa, Tulsa County, Oklahoma, according to the  
recorded plat thereof; also known as 1140 North Cheyenne Avenue,  
Tulsa, Oklahoma.

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 one promissory note, to-wit: one principal note for the sum of \$4,000.00  
due January 1st, 1926.

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 mortgagee, 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 \$4,500.00 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 parties of the first part ha. V8 hereunto set their hand s the day and year first above written.

Bertha Aggers

H. D. Aggers

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Maurice A. DeVinna

a Notary Public in and for said County and State, on this 3d

day of January

1924

personally appeared Bertha Aggers and H. D. Aggers, her husband

to me known to be the identical person<sup>s</sup> 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 May 11th, 1927.

(Seal)

Maurice A. DeVinna

Notary Public.

## TREASURER'S ENDORSEMENT

I hereby certify that I have received \$160 and issued receipt No. 13170 therefor in payment of mortgage tax on the within mortgage.

Dated this 3 day of Jan 1924

By

County Treasurer.

Deputy.