

## MORTGAGE RECORD No. 419

BLACK PRINTING CO., TULSA, OKLA.

249013 C.M.J.

FROM

TO

EXCHANGE TRUST COMPANY

TULSA, OKLAHOMA

STATE OF OKLAHOMA, TULSA COUNTY ss.

This instrument was filed for record on the 15 day of Jan. A. D. 1927 at 2:40 O'clock P. M., and duly recorded in Book 419 at page 828

(SEAL)

O. C. Weaver,

By Brady Brown,

County Clerk  
Deputy

Fees

THIS MORTGAGE, Made this 15th day of January A. D. 1927, by and between Jake Lyons and Mayme Lyons, his wife, and Lallie Lyons and Nixie Lyons, his wife of Tulsa County, in the State of Oklahoma, as the part 1st of the first part (hereinafter called mortgagors whether one or more), and EXCHANGE TRUST COMPANY, a corporation, of Tulsa, Oklahoma as the party of the second part (hereinafter called mortgagee):

WITNESSETH, That said party 1st of the first part, for the purpose of securing the payment of the sum of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS, the receipt of which is hereby acknowledged, and also the interest thereon, as hereinafter set forth, do hereby 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: The Northerly Forty-eight (48) feet of Lot Four (4) in Block One Hundred Twenty-one (121) in the city of Tulsa, Oklahoma, according to the official plat and survey thereof, more particularly described as follows: Beginning at a point on the Northeast corner of Lot Four (4) in Block One Hundred Twenty-one (121) thence at a Southeastly direction along the East line of said lot Forty-eight (48) feet thence at right angles and in a southwesterly direction parallel to and distant Forty (40) feet from the Northerly line of Lot Four (4), a distance of One Hundred Forty (140) feet to the alley thence at right angles and in a Northwesterly direction along the Easterly line of the alley a distance of Forty-eight (48) feet to the Northerly line of Lot Four (4), thence in a Northeasterly direction along said Northerly line of said Lot Four (4), a distance of One Hundred Forty (140) feet to place of beginning.

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 five promissory note, to-wit: the principal note for the sum of \$20,000.00 due January 15, 1925, one note for the sum of \$20,000.00 due January 15, 1926, one Note for the sum of \$20,000.00 due January 15, 1927, one note for the sum of \$20,000.00 due January 15, 1928 and one note for the sum of \$20,000.00 due January 15, 1929. Said notes all payable on or before said dates

and interest thereon as specified in the face of the same and as evidence 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 commission notes associated 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 \$70,000.00 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 receiveable 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 provided, 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 judgment 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 premises 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 party 1st of the first part ha. VS. hereunto set their hand S. the day and year first above written.

Lallie Lyons  
Nixie Lyons

Jake Lyons  
Mayme Lyons

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned

a Notary Public in and for said County and State, on this 15th

day of January 1927

personally appeared Jake Lyons and Mayme Lyons, his wife and Lallie Lyons and Nixie Lyons, his wife

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 May 11th, 1927. (Seal)

Maurice A. DeVinna

Notary Public.

## TREASURER'S ENDORSEMENT

I hereby certify that I have received \$66.00 and issued receipt No. 13322 therefor in payment of mortgage tax on the within mortgage.

Dated this 15 day of Jan. 1927

By

w. w. Stuckey

County Treasurer,

Deputy.