

COMPARED

## MORTGAGE RECORD No. 419

BLACK PRINTING CO. - TULSA, OKLA.

203559 C.H.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$5.00 and from  
 Receipt No. 3328 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 30 day of June 1922 TO  
 WAYNE L. DICKEY, COUNTY Treasurer  
W.L.D. TULSA, OKLAHOMA

STATE OF OKLAHOMA, TULSA COUNTY ss. 30th  
 This instrument was filed for record on the June day  
 of June A. D. 1922 at 4:45  
 O'clock P. M., and duly recorded in Book 419 at page 4.  
 O. D. Lawson,  
 By Chas. Haley, County Clerk  
 Deputy  
 Fees

THIS MORTGAGE, Made this 30th day of June A. D., 1922 by and between  
Vergil J. Jones and Opal F. Jones, 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 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 Six 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:

The North Forty (40) feet of Lot Five (5) and the South ten (10)  
 feet of Lot Four (4) in Block three (3) in North Tulsa Addition  
 to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

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 four promissory note s, to-wit: One principal note for the sum of \$ 1,500.00  
due July 1st 1924, One principal note for \$1,500.00 due July 1st 1925, One  
principal note for \$1,500.00 due July 1st 1926 and one principal note for \$1,500.00 due  
July 1st 1927.

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 \$ 9,000.00 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.

Vergil J. Jones

Opal F. Jones

STATE OF OKLAHOMA Tulsa County, ss.  
 Before me, Joe W. McKee, a Notary Public in and for said County and State, on this 30th  
June day of June 1922  
 personally appeared Virgil J. Jones and Opal F. Jones, 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

Joe W. McKee

My commission expires Feb. 6th, 1926. (Seal) Notary Public.

## TREASURER'S ENDORSEMENT

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

Dated this day of 192

County Treasurer.

By Deputy.