

# MORTGAGE RECORD No. 419

71

212951 CH

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$140 and therefor in payment of mortgage tax on the within mortgage.  
Dated this 3 day of Nov 1922  
WAYNE L. DICKEY, County Treasurer

FROM COMPARED TO

EXCHANGE TRUST COMPANY

TULSA, OKLAHOMA

STATE OF OKLAHOMA, TULSA COUNTY ss.  
This instrument was filed for record on the 23rd day of NOV. A. D. 1922 at 4:20 O'clock M., and duly recorded in Book 419 at page 71.  
(SEAL) U. D. Lawson  
By F. Delman County Clerk  
Deputy

THIS MORTGAGE, Made this 23rd day of October, A. D. 1922, by and between F. C. Hays and Mary Jane Hays his wife of Tulsa County, in the State of Oklahoma, as the part<sup>ies</sup> 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 part<sup>ies</sup> of the first part, for the purpose of securing the payment of the sum of Seven Thousand and no/100 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:  
Beginning at a point 1995 feet North and 1305 feet East of the Southwest corner of the Southwest Quarter of Section Eighteen (18) Township Nineteen (19) North Range Thirteen (13) East Tulsa County, Oklahoma being the point of intersection of the West line of the North and South dedicated roadway and the North line of the East and West dedicated roadway thence North 315 feet along the west line of said North and South dedicated roadway, thence East 175 feet, thence South 315 feet thence East 175 feet to the point 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 One promissory note, to-wit: One principal note for the sum of \$ 7000.00 due July 1st 1923

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 commission 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 \$ 8000.00 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 mortgages 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 part<sup>ies</sup> of the first part ha<sup>ve</sup> hereunto set their hands the day and year first above written.  
F. C. Hays  
Mary Jane Hays

Tulsa  
STATE OF OKLAHOMA, Tulsa County, ss.  
Before me, Joe W. McKee, a Notary Public in and for said County and State, on this 23rd day of October, 1922  
personally appeared F. C. Hays and Mary Jane Hays

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 February 6th 1926 (SEAL) Joe W. McKee 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 1922

County Treasurer.  
By Deputy.