235151 C.M.J. FROM STATE OF OKLAHOMA, Tulsa County, ss. This instrument was filed for record on the 6 day of July A.D., 19 23 at 2:35
To (Spary)
By Brady Brown, Deputy.
Fees, \$
KNOW ALL MEN BY THESE PRESENTS: That Ernest Richard Singleterry and Thelma F. Singleterry, his wife,
of Tulsa County, in the State of Oklahoma, part. 188 of the first part, have mortgaged and hereby mortgage to the HOME BUILDING AND LOAN ASSOCIATION of Tulsa. Oklahoma, a corporation duly organized and doing business under the statutes of the State of Oklahoma, party of the second part, the following real estate situated in Tulsa. County, State of Oklahoma, to-wit:
Lot Four (4) in Block Twenty-three (23) in Irving Place Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof,
with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same and waive the appraisement, and all homestead
exemptions, Alsoshares of stock of said Association, Certificate No1326
This mortgage is given in consideration of Une Thousand DOLLARS the receipt of which is bereby acknowledged, and for the purpose of securing payment of the monthly sum, fines and other items hereinafter specified, and the per-
the receipt of which is hereby acknowledged, and for the purpose of securing payment of the monthly sum, fines and other items hereinafter specified, and the performance of the covenants hereinafter contained. And the said mortgagor S for themselves and for their, executors and administrators, hereby
covenantwith said mortgagee its successors and assigns, as follows:
FIRST: Said mortgagor S being the owner of Ten shares of stock of the said HOME BUILDING AND LOAN -SAVINGS & LOAN ASSOCIATION, and having borrowed of said Association, in pursuance of its by-laws, the money secured by this mortgage, will do all things which the by-laws of said Association require shareholders and borrowers to do, and will pay to said Association on said stock and loan the sum of Fourteen
per month, on or before the 15th day of each and every month, until said stock shall mature as provided in said by-laws, provided that said
indebtedness shall be discharged by the cancellation of said stock at maturity, and will also pay all fines that may be legally assessed against. them under said by-laws or under any amendments that may be made thereto, according to the terms of said by-laws or under any amendments that may be made thereto, according to the terms of said by-laws or under any amendments that may be made thereto, according to the terms of said by-laws or under any amendments that may be made thereto, according to the terms of said by-laws or under any amendments that may be made thereto, according to the terms of said by-laws or under any amendments that may be made thereto.
Ernest Richard Singleterry and Thelma F. Singleterry, his wife to said mortgagee.
SECOND: That said mortgagorS_, within forty days after the same becomes due and payable, will pay all taxes and assessments which shall be levied upon said lands, or upon, or on account of this mortgage, or the indebtedness secured thereby, or upon the interest or estate in said lands created or repre-
sented by this mortgage, or by said indebtedness, whether levied against the said mortgagor S their legal representatives or assigns, or otherwise; and said mortgagor. S. hereby waive any and all claim or right against said mortgage, its successors or assigns, to any payment or rebate on or offset against the interest or principal or premium of said mortgage debt, by reason of the payment of any of the aforeseaid taxes or assessments. THIRD: That the said mortgagor. S will also keep all buildings erected and to be crected upon said lands insured against loss and damage by tornado or fire with insurers approved by the mortgagee in the sum of One Thousand dollars, as a further
nado or fire with insurers approved by the mortgagee in the sum of
FIFTH: Should default be made in the payment of said monthly sums, or of any of said fines, or taxes, or insurance premiums or any part thereof, when
three months, then the aforesaid principal sum of One Thousand DOLLARS, with arrearages thereon, and all penalties, taxes and insurance premiums shall, at the option of said mortgagee, or its auccessors or its assigns, become payble immediately thereafter, anything hereinbefore contained to the contrary thereof notwithstanding. In the event of legal proceedings to forclose this mortgage, the indebtedness thereby secured shall hear interest from the filing of such forcelosure proceedings at the rate of ten per cent per annum in lieu of the further payments of monthly installments. Appraisement waived. SIXTH: The said mortgagors shall pay to the said mortgagee or to its successors or assigns, the sum of One Hundred.
DOLLARS.
as a reasonable attorney's fee in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage for default in any of its covenants, or as aften as the said mortgager or mortgagees, may be made defendant in any suit affecting the title of said property, which sum shall be an additional lien on said premises.
SEVENTH: As further security for the indebtedness above recited the mortgager hereby assigns the rentals of the above property mortgaged to the mortgagee and in case of default in the payment of any monthly installment the mortgagee or legal representative may collect said rents and credit the sum collected less cost of collection, upon said indebtedness, and these promises may be enforced by the appointment of a Receiver by the Court. IN WITNESS WHEREOF, The said mortgagor S have been been been been been been been be
Ernest Richard Singleterry (Seal)
Thelman F. Singleterry (Seal)
STATE OF OKLAHOMA, Tulsa County, ss. Before me, the undersigned a Notary Public in and for said County and State, on this Fifth
day of July , 19 25 personally appeared . Ernest Singleterry and Thelma F. Singleterry, his wife
to me known to be the identical person_Swho executed the within and foregoing instrument, and acknowledged to me thatfree and voluntary act and deed for the
uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date above mentioned.
(Seal) Frances E. Cohenour,. Notary Public My commission expires on the Fiftee day of March, 1927.
I hereby certify that I received \$and issued Receipt No / OHG . therefor in payment of mortgage tax on the within mortgage.
the within mortgage. Duted this. 7. day of 7. 1923. Out 21 Sinckey County Treasurer By Pol. B. Deputy.
Gounty Treasurer By VCV. V. Deputy.