

MORTGAGE RECORD NO. 453

Savings and Loan Association

243419 C.M.J.

FROM

TO

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 30 day
 of Oct. A. D., 1923 at 4:25
 o'clock P. M., and duly recorded in Book 463 on page 416

(SEAL) O. G. Weaver, County Clerk.
 By Brady Brown, Deputy.

Fees, \$.....

KNOW ALL MEN BY THESE PRESENTS:

That Margaret M. Cunningham and J. A. Cunningham, her husband
 of Tulsa County, in the State of Oklahoma, part 198 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 Two (2) in Block Nineteen (19) in College 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 appraisalment, and all homestead
 exemptions.

Also 35 shares of stock of said Association, Certificate No. 1463
 This mortgage is given in consideration of Thirty-five Hundred DOLLARS

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 per-
 formance of the covenants hereinafter contained.

And the said mortgagor S. for themselves and for their heirs, executors and administrators, hereby
 covenant with said mortgagee its successors and assigns, as follows:

FIRST: Said mortgagor S. being the owner of 35 shares of stock of the said HOME BUILDING AND
 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
 Fifty Dollars and Five cents (\$50.05)

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 and a certain non-negotiable note bearing even date herewith, executed by said mortgagor S.
 Margaret M. Cunningham and J. A. Cunningham, her husband to said mortgagee.

SECOND: That said mortgagor S. 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 mortgagee, 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 aforesaid taxes or assessments.

THIRD: That the said mortgagor S. will also keep all buildings erected and to be erected upon said lands insured against loss and damage by tor-
 nado or fire with insurers approved by the mortgagee in the sum of Thirty-five Hundred dollars, as a further
 security to said mortgage debt, and assign and deliver to the mortgagee all insurance upon said property.

FOURTH: If said mortgagor S. make default in the payment of any of the aforesaid taxes or assessments, or in procuring and maintaining insurance
 as above covenanted, said mortgagee, its successors or assigns may pay such taxes and effect such insurance, and the sum so paid shall be a further lien on said
 premises under this mortgage, payable forthwith, with interest at the rate of 10 per cent per annum.

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
 the same are payable as provided in this mortgage and in said note and said by-laws, and should the same, or any part thereof, remain unpaid for the period of
 three months, then the aforesaid principal sum of Thirty-five Hundred DOLLARS,
 with arrearages thereon, and all penalties, taxes and insurance premiums shall, at the option of said mortgagee, or its successors or its assigns, become payable
 immediately thereafter, anything hereinbefore contained to the contrary thereof notwithstanding. In the event of legal proceedings to foreclose this mortgage,
 the indebtedness thereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten per cent per annum in lieu of the further
 payments of monthly installments. Appraisalment waived.

SIXTH: The said mortgagors shall pay to the said mortgagee or to its successors or assigns, the sum of Three Hundred Fifty 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 often as the said mortgagor 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 mortgagor 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 hereunto set their hand S. and seal S. on
 the 25th day of October A. D., 1923

Margaret M. Cunningham (Seal)
 J. A. Cunningham (Seal)

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 25th
 day of October, 1923, personally appeared
 Margaret M. Cunningham and J. A. Cunningham, her husband

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.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date above mentioned.

(Seal)

Frances E. Cohenour,

My commission expires on the Fifteenth day of March, 1927. Notary Public

I hereby certify that I received \$ 350 and issued Receipt No. 12564 therefor in payment of mortgage tax on
 the within mortgage.

Dated this 30 day of Oct, 1923

W. W. Stuckey County Treasurer

By 8. B. Deputy.