MORTGAGE RECORD NO. 453 Savings and Loan Association
246701 C.M.J. PROM STATE OF OKLAHOMA, Tulsa County, ss. This instrument was filed for record on the 13 day of Dec. A.D., 19.23 at 4:15 o'clock P. M., and duly recorded in Book 453 on page 518 TO (SEAL) Q. G. Wenyer, County Clerk,
ByBrady_Brown,Deputy, Fees, \$
KNOW ALL MEN BY THESE PRESENTS: That We, Minta Branbam end T. M. Branham, wife and husband
of Tulsa County, in the State of Oklahoma, part. 195 of the first part, have mortgaged and hereby mortgage to the THE OKLAHOMA CITY BUILDING AND LOAN ASSOCIATION of Oklahoma City, 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 Nine (9), Block Eight (8), College Addition to the City
of Tulsa, Oklahoma, as shown by 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. Also
This mortgage is given in consideration of
FIRST: Said mortgagor S being the owner of 30 shares of stock of the said. THS OKLARIOMA CITY BUILDING ARD SAVINGS & LOAN ASSOCIATION, and having borrowed of said Association, in _pursuance of its by-laws, the money secured by this mortgag, 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 Forty-one & 70/100 Dollars and Cents (\$41.70)
per month, on or before the 20th 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 and a certain non-negotiable note bearing even date herewith, executed by said mortgagor. S Linta Branham and T. M. Branham to said mortgage.
SECOND: That said mortgagor. 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 represented by this mortgage, or by said indebtedness, whether levied against the said mortgagor
FOURTH: If said mortgage and make default in the payment of any of the aforesaid taxes or assessments, or in procuring and maintaining insurance as above covenanted, said mortgage, 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
three months, then the aforesaid principal sum of <u>Three Thousend</u> 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 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 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. SIXTH: The said mortgagers shall pay to the said mortgagee or to its successors or assigns, the sum of
Three Hundred DOLLARS, as a reasonable Solicitor'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.
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 mortgage and in case of default in the payment of any monthly installment the mortgage 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 ha VO hereunto set their hand. S and seal. S on
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theday ofA. D., 19SS.
STATE OF OKLAHOMA, Tulsa County, ss. Before me, the undersigned , a Notary Public in and for said County and State, on this 6th
Minte Branhan and T. ii. Branhan, Wife and husband to me known to be the identical person
(Seal) 7. B. Jordan, Notary Public My commission expires on the 11th day of Oct. 1925.
TREACHBER'S ENDORSEMENT
t hereby certify that I received \$
the within mortgage. Dated this 13 glay of Accessite 1923 LV W Stuckey County Treasurer By By B. Deputy.