MORTGAGE RECORD NO. 453
Savings and Loan Association MORIGAGE RECORD NO. 453
248467 C.M. J. FROM STATE OF OKLAHOMA, Tulsa County, ss. This instrument was filed for record on the 7 day of Jan. A. D., 1924 at 4:10
o'clock P. M., and duly recorded in Book 453 on page 558 TO O. G. Wenver, County Clerk. By Brady Brown, Deputy. Fees, \$
KNOW ALL MEN BY THESE PRESENTS: That E. L. Larkin and Sareptia Larkin, his wife,
of Tulse County, in the State of Oklahoma, part 1es of the first part, have mortgaged and hereby mortgage to the HOME BUILDING AND LAN ASSOCIATION of Tulse, 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 Tulse County, State of Oklahoma, to-wit:
Lot Fourteen (14! Block Twenty-seven (27) in Owen Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the Amended 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 40 shares of stock of said Association, Certificate No. 1537
This mortgage is given in consideration of Four Thougand 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 performance of the covenants hereinafter contained. And the said mortgagor S for themselves und for their heirs, executors and administrators, hereby
covenant
Fifty-seven Dollars and Twanty cents (\$ 57.20)
per month, on or before the 15thday 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
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 represented by this mortgage, or by said indebtedness, whether levied against the said mortgagor. S, their legal representatives or assigns,
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 aforeseald 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 <u>Four Thousend</u> 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 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
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 Four Thousand DOLLARS,
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 Four Thousand 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 contary 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. Appraisement waived.
SIXTH: The said mortgagors shall pay to the said mortgagee or to its successors or assigns, the sum of
as a reasonable attorney'sfee 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 incebtedness, and these promises may be enforced by the appointment of a Receiver by the Court.
in witness whereof, The said mortgagor S. ha you hereunto set
the4th
Sareptia Larkin (Seal)
STATE OF OKLAHOMA, Tulsa County, ss. Before me, the undersigned , a Notary Public in and for said County and State, on this 4th day of January , 19_24 personally appeared
day of January , 19_24 personally appeared E. L. Larkin and Sareptia Larkin, his wife,
to me known to be the identical personS_who executed the within and foregoing instrument, and acknowledged to me thattheyexecuted the same as_theirfree 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

A Company of the Comp

within mortgage,
Dated this Jth day of Jan , 1924.

W. W. Stuckey County Treasurer

.____Deputy.

TREASURER'S ENDORSEMENT
and issued Receipt No. / 3 2 / 0 therefor in payment of mortgage tax on