MORTGAGE RECORD NO. 453

248791 C.M. J. FROM STATE OF OKLAHOMA, Tulsa County, ss.
TREASUREMENT This instrument was filed for record on the day
$I \cap O \cap CI$
O. G. Weaver,
Inica inic / Livy of Jan 103 / (SEAL)) By Brady Brown, County Clerk. W. W. Sanghey, County Treasurer
W. W Shuthey, County Treasurer
Deputy Fees, \$
KNOW ALL MEN BY THESE PRESENTS: That We, S. W. Mitchell and Hyra Mitchell, husband and wife
of Tules County, in the State of Oklahoma, part 198 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 Tules County, State of Oklahoma, to-wit:
그 보는 이번에 살아서 살아보다는 것 같아 했다고 하는데 하는데 얼마나 나는 것이다고 !
Lot Thirty-three (33), Block Six (6), Meadowbrook Second Addition to 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
Alsoshares of stock of said Association, Certificate No18184 Series No. 302
This mortgage is given in consideration of Twelve Hundred FiftyDOLLARS
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_Sfor_thomselvesand fortheirheirs, executors and administrators, hereby covenantwith said mortgagee its successors and assigns, as follows:
THE OKLAHOMA CITY 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
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
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
therete necessing to the forms of said by Jave and a certain non-negotiable note bearing even date herewith, executed by said mortgagor.
S.W. Mitchell and Myra Mitchell 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 signs, their legal representatives or assigns, or otherwise; and said mortgagor signs, 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. 2 will also keep all buildings erected and to be erected upon said lands insured against loss and damage by tornado or fire with insurers approved by the mortgagee in the sum of
FOURTH: It said mortgagorS_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
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
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 two lve !!undred Fifty 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 mortgagors shall pay to the said mortgagee or to its successors or assigns, the sum of
One Hundred Twenty-five 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
as a reasonable Solicitor'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 mortgage or mortgagees, may be made defendant in any suit affecting the title of said property, which sum shall be an additional lieu 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 mortgager S ha Ve hereunto set their hand S and seal S on the day of January A. D., 19 24.
the7thday of JanuaryA.D., 19_24.
S. W. Mitchell (Seal)
Myra Litcehll (Seal)
STATE OF OKLAHOMA, Tulsa County, ss.
Before me, the undersigned , a Notary Public in and for said County and State, on this 7th day of January , 1924 personally appeared
S. W. Mitchell and Myra Mitchell, husband and wife
to me known to be the identical personSwho executed the within and foregoing instrument, and acknowledged to me 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.
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(Seal) Clyde L. Sears, Notary Public My commission expires on the 7th day of Feby. 1926.
TREASURER'S ENDORSEMENT
I hereby certify that I received \$and issued Receipt Notherefor in payment of mortgage tax on
the within mortgage.
Dated this day of19
Dated thisday of