

237447 C.J. COMPARED

## M O R T G A G E

## TREASURER'S ENFORCEMENT

I hereby certify that I received \$ 7.50 and issued  
Receipt No. 0986 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 6 day of Aug. 1923  
W. W. Lusk County Treasurer

Fenny

## KNOW ALL MEN BY THESE PRESENTS:

That J. H. Erbelding, a single person, of Tulsa  
County, in the State of Oklahoma, party of the first  
part, has mortgaged and hereby mortgage to the  
NATIONAL BUILDING & LOAN ASSOCIATION of Pawhuska,

Oklahoma, a corporation duly organized and doing business under the laws of the State of  
Oklahoma, party of the second part, the following described real estate and premises situated  
in Tulsa County, State of Oklahoma, to-wit:

Lot Eighteen (18), Bungalow Court Addition to the City of Tulsa,

Tulsa County, Oklahoma,

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 75 shares of stock of said Association Certificate No----- Class A

This mortgage is given in consideration of Seven Thousand Five Hundred DOLLARS,  
the receipt of which is hereby acknowledged, and for the purpose of securing the payment of  
the monthly sum, fines and other items hereinafter specified, and the performance of the  
covenants hereinafter contained.

And the said mortgagor for himself and for his heirs, executors and administra-  
tors, hereby covenants with said mortgagee its successors and assigns, as follows:

FIRST. Said mortgagor being the owner of 75 shares of stock of the said NATIONAL  
BUILDING & 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 one Hundred Thirty-seven dollars and Fifty cents (\$137.50) per  
month, on or before the 5th day of each and every month, until said stock shall mature as  
provided in said by-laws, provided that the 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 him under 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 to said mortgagee.

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 hereby 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, his legal representatives or assigns, or other-  
wise; and said mortgagor 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 will also keep all buildings erected and to be erect-  
ed upon said lands insured against loss and damage by tornado or fire with insurers approved  
by the mortgagee in the sum of \$7,500.00 dollars, as a further security or 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 mort-  
gagee, its successors or assigns may pay such taxes and effect such insurance, and the sums so  
paid shall be a further lien on said premises under this mortgage payable forthwith with