

UNITED SAVINGS & LOAN ASSOCIATION

243234 C.M.J.

FROM

STATE OF OKLAHOMA, Tulsa County, SS.

This instrument was filed for record on the 29 day
of Oct. A. D., 1923 at 10:30
o'clock A. M., and duly recorded in Book 470 on page 50

O. G. Weaver,

(SEAL)

County Clerk.

TO
UNITED SAVINGS & LOAN ASSOCIATION
TULSA, OKLAHOMA

By Brady Brown, Deputy
Fees, \$

KNOW ALL MEN BY THESE PRESENTS:

That J. H. Mitchell, and Etta Myrtle Mitchell, his wife,of Carbondale, Tulsa

County, in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to the
UNITED SAVINGS & LOAN ASSOCIATION, of Tulsa, Oklahoma, a corporation duly organized and doing business under the statutes of the State of Okla-
homa, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Six (6), in Block Seventeen (17) in the original town of
Carbondale, Oklahoma, according to the recorded official 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 7 shares of stock of said Association, Certificate No. 1549 Class B.

This mortgage is given in consideration of Seven 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 performance of the covenants hereinafter con-
tained.

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 seven shares of stock of the said UNITED SAVINGS & LOAN ASSOCIATION, and having
borrowed 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 Thirty Dollars and
No-- cents (\$ 30.00) 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 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
J. H. Mitchell and Etta Myrtle Mitchell, his wife, to said mortgagee.

SECOND. That said mortgagor s, within forty days after the same become 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, or otherwise, and will pay any
and all labor or material liens, whether created before or after this date, that are lawfully charged against said premises; 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, assessments, labor or material liens.

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 tornado and
fire with insurers approved by the mortgagee in the sum of Seven Hundred Dollars, as a further security to said mort-
gage 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, effect such insurance, pay said liens, and the sums so paid shall be further lien on
said premises under this mortgage, payable forthwith, with interest at the rate of ten per cent per annum.

FIFTH. Should default be made in the payment of said monthly sums, or 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 Seven Hundred DOLLARS
with arrearages thereon, and all penalties, taxes and insurance premiums, shall, at the option of said mortgagee, or of its successors or 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.

SIXTH. The said mortgagors shall pay to the said mortgagee or to its successors or assigns, the sum of One Hundred 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 or default in any of
its covenants, or as often as the said mortgagors or mortgagees may be made defendant in any suit affecting the title of said property, which sum shall be an ad-
ditional lien on said premises and shall become due upon the filing of petition or cross-petition of foreclosure.

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 col-
lected 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. Yhereunto set their hand s on the
26th day of October A. D. 1923.

J. H. Mitchell

Etta Myrtle Mitchell

STATE OF OKLAHOMA, Tulsa County, SS.Before me, A. V. Long

27th day of October, 1923, personally appeared
J. H. Mitchell, and Etta Myrtle Mitchell, his wife,

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.

A. V. Long,

Notary Public.

My commission expires on the 1st day of May, 1926.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 70 and issued receipt No. 12344 therefor in payment of
mortgage tax on the within mortgage.

Dated this 30 day of Oct., 1923.

County Treasurer.

By J. B. Deputy.