

241089 C.J.

MORTGAGE

COMPARED

TREASURER'S ENDORSEMENT
I hereby certify that I received \$250 and issued
Receipt 11737 in payment of mortgage
tax on the above described property.

Dated this 28th day of Sept 1923

W. W. [illegible] Treasurer

B. Quinn
Deputy

KNOW ALL MEN BY THESE PRESENTS:

That W. A. Rupp and Margaret L. Rupp, husband and wife
of Tulsa County, in the State of Oklahoma, parties
of the first part, have mortgaged and hereby mortgage
to the NATIONAL BUILDING AND LOAN ASSOCIATION of Paw-

huska, 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:

South Twenty-five (25) feet of Lot Fourteen (14), and North Fifteen (15)
feet of Lot Thirteen (13), in Block Two (2), Orcutt 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 35 shares of stock of said Association Certificate No.----- Class A

THIS MORTGAGE is given in consideration of Three 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 mortgagors for themselves and for their heirs, executors and adminis-
trators, hereby covenant with said mortgagee its successors and assigns, as follows:

FIRST. Said mortgagors being the owner of 35 shares of stock of the said NATIONAL
BUILDING AND 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 Sixty-four dollars and Sixteen cents (\$64.16) 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 pay all fines that may be legally assessed against them under said by-
laws or under any amendment 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 mortgagors to
said mortgagee.

SECOND. That said mortgagors 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 mortgagors their legal representatives or assigns, or otherwise; and said mortgagors
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 mort-
gage debt, by reason of the payment of any of the aforesaid taxes or assessments.

THIRD. That the said mortgagors 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 \$3,500.00 dollars, as a further security of said mort-
gage debt, and assign and deliver to the mortgagee all insurance upon said property.

FOURTH. If 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 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