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MORTGAGE

CUMULATIVE

TREASURER'S ENDORSEMENT
I hereby certify that I received \$200 and issued
Receipt No. 15229 therefor in payment of mortgage
on the within mortgage.

Dated at June 1924

W. A. Schell, County Treasurer

Know all men by these presents: That J. H. Schmell and Leona Schmell, 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 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:

Lots Thirty-nine (39) and Forty (40), in Block Five (5), Rosemont Heights 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 appraisement, and all home-stead exemptions.

Also 20 shares of stock of said Association Certificate No ---- Class "A"

This mortgage is given in consideration of Two Thousand & No/100 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 administrators, hereby covenant with said mortgagee its successors and assigns, as follows:

First. Said mortgagors being the owner of 20 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 Thirty-Six dollars and Sixty-Six cents (\$36.66) 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 mortgage 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 Two Thousand dollars, as a further security of said mortgage 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 mortgagee, 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 interest at the rate of ten (10) percent per annum.

Fifth. Should default be made in the payment of said monthly sums, or of any of said fines,

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