

252543 C. J.

## MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

UNRECORDED

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$2.00 and forward  
 Receipt No. 13957  
 to the within mortgagee.  
 Dated this 3<sup>rd</sup> day of March 1944  
 W. W. Crassey, County Clerk  
 C. W.  
 Deputy

That J. L. Barton and Margaret A. Barton, his wife  
 of Tulsa County, in the State of Oklahoma, parties  
 of the first part, have mortgaged and hereby mortgage  
 to HOME BUILDING AND LOAN ASSOCIATION, of Tulsa,  
 Oklahoma, a corporation duly organized and doing busi-  
 ness under the statutes 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 Sixteen (16) of the Re-Subdivision of Lots One (1), Two (2),  
 Three (3) and Four (4) of Block Nine (9) of Highlands Addition and  
 Lots One (1), Two (2), Three (3) and Four (4) of Block One (1) Highland  
 Second Addition to the City of Tulsa, Tulsa County, Oklahoma, according  
 to the recorded plat thereof,

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 Twenty (20) shares of stock of said Association, Certificate No. 1612

This mortgage is given in consideration of Two Thousand and 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 them 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 Twenty (20) shares of stock of the said  
 HOME 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 Twenty Eight dollars and Sixty cents (\$28.60) per month, on or be-  
 fore the 15th 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 and a certain non-negotiable note bearing even date herewith, executed by said  
 mortgagors, J. L. Barton and Margaret A. Barton, his wife to said mortgagee.

SECOND. That said mortgagors within forty days after the same become due and payable,  
 will pay all taxes and assessments which shall be levied upon the 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, or their legal representatives or assigns, or otherwise;  
 and said mortgagors hereby waive any and all claim or right against said mortgagee, its suc-  
 cessors or assigns, to any payment or rebate on, or offset against, the interest or princi-  
 pal 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 er-  
 ected upon said lands insured against loss and damage by tornado or fire with insurers ap-  
 proved by the mortgagee in the sum of Two Thousand and no/100 dollars, as a further security  
 to said mortgage debt, and assign and deliver to the mortgagee all insurance upon said pro-  
 perty.

FOURTH. If said mortgagors make default in the payment of any of the aforesaid taxes