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C. J. J. J.

MORTGAGE

COMPLAINT

15473
 24 June 4
 W. J. J. J.
 Deputy

THIS INDENTURE Made this 23rd day of June, in the year of our Lord One Thousand Nine Hundred and twenty-four between Minnie D. Silsby and Frank S. Silsby, her husband, of the County of Tulsa, and State of Oklahoma, of the first part, and L. N. Ewing of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of FIVE HUNDRED AND NO/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, sold, and by these presents do Grant, Bargain, Sell and Mortgage to the said party of the second part, his heirs or assigns, forever, all that tract or parcel of land situated in the County of Tulsa and State of Oklahoma, described as follows, to-wit:

Lot Seventeen (17), Block Four (4), Lakeview Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof, together with all improvements thereon.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and will warrant and defend the same, and that the same is free and clear of all incumbrance of whatsoever kind except one certain Mortgage for \$5000.00 made to Home Savings and Loan Association, Bartlesville, Oklahoma.

This grant is intended as a mortgage to secure the payment of the sum of FIVE HUNDRED DOLLARS payable as follows, to-wit: \$500.00 payable and due September 23rd, 1924, according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified. Now if payment is made as provided, this mortgage shall be released at the cost of the mortgagors, which costs they agree to pay, but if said sum of money, or any interest thereon, is not paid when due, or if any taxes or assessments, now or hereafter levied or imposed in said county or state, against said real estate, or upon this mortgage or the notes secured thereby, or if any installment of principal or interest of any mortgage or lien prior to this, are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, as hereinafter set forth, then, in either of these cases, the sum hereby secured, with the interest thereon, shall immediately become due and payable, at the option of the mortgagee or assigns, without notice. But the legal holder of this mortgage may, at his option, pay such taxes, assessments or installments of principal or interest, or charges for insurance, so due and payable, if the mortgagor or assigns shall neglect or refuse to pay, and said amounts, together with interest thereon, at the rate of 10 per cent. per annum, payable semi-annually, shall be an additional lien upon the said mortgaged property; and the same shall be secured by this mortgage, and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement hereby waived, or not, at the option of the party of the second part, its successors or assigns, and the said mortgagee or assigns shall be entitled to the immediate possession of the premises and the rents, issues and profits thereof and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part their heirs and assigns.

Said mortgagors agree to keep the buildings erected or to be erected on said land