

262981 C.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$3500.00, and issued
 this mortgage to the State Savings and Loan Association
 of Tulsa, Oklahoma, on July 16, 1934.

That Hazel I. Brocker and J. M. Brocker, wife and husband, of Tulsa County, State of Oklahoma, mortgagor, whether one or more, for and in consideration of the sum of Thirty Five hundred (\$3500.00) Dollars, the receipt of which is hereby acknowledged, does hereby mortgage to the STATE SAVINGS AND LOAN ASSOCIATION, of Nowata, Oklahoma, a corporation duly organized and doing business under the laws of the State of Oklahoma, mortgagee, the following described real estate and premises, situated in the City, or town, of Tulsa, County of Tulsa, State of Oklahoma, to-wit:

The East one-half (1/2) of Lot nine (9), Blk. 13, Highland First

492 Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof, with all the improvements and appurtenances thereunto belonging, and all improvements hereafter placed thereon. The mortgagor expressly warrants the title to the above real estate and waives all right of the homestead exemption and stay laws of the State of Oklahoma.

As further security, the mortgagor hereby assigns, transfers and sets over to the mortgagee as collateral security for said loan, the rents and profits realized, and to be realized, during the term this loan is in force, and during any foreclosure proceedings which may be instituted. The mortgagor further agrees that the mortgagee shall have the right to appoint an agent for the purpose of collecting the rents from said property, and the agent so appointed shall be entitled to a reasonable compensation from the rents collected for his services; and the said agent so designated by the mortgagee shall be the agent of the mortgagor for the purpose of collecting such rents. The mortgagee shall not be liable for any uncollected rents or for its failure to exercise its option in regard to the collection of the same.

But if the mortgagor shall pay, or cause to be paid, the regular monthly installments of interest and stock dues, as provided by this mortgage, shall pay all taxes, assessments, insurance premiums, and any other lien that may be due or become due during the term of this mortgage, then the above provisions shall be null and void; otherwise, to remain in full force and effect.

This mortgage is given to secure the payment of the principal sum, as hereinbefore stated, and the said mortgagor for themselves and their heirs, executors and administrators have executed a certain promissory note, of even date herewith, expressly agreeing to pay the sum of Forty Six and 55-100 (\$46.55) dollars on or before the 10th day of each and every month thereafter until Certificate No. 2095 for 35 Shares of the Installment Class B Stock of the said Association shall mature, as per the terms and conditions thereof, and as provided by the by-laws, the other terms of which note are substantially as follows:

FIRST: That the interest on said note shall be 83 cents per One Hundred Dollars per month, and that the stock payment shall be 50 cents per One Hundred Dollars per month.

SECOND: That mortgagor shall pay, or cause to be paid, any fines assessed for non-payment of interest or stock dues, and all insurance premiums, taxes or assessments levied against said property when the same are due each year. Mortgagor agrees to keep property in a good state of repair and further agrees, should he fail to do so, that mortgagee may have same repaired and that such expense shall become a lien against said property.

THIRD: That mortgagor shall keep property insured against fire, lightning, windstorm and tornado, and gas explosion if required by mortgagee, with full contribution clause attached, in such companies as may be designated by mortgagee, for an amount not less than the principal sum of this mortgage.

FOURTH: The mortgagor hereby assigns the stock aforesaid, and all other stock now