

264653 C.J.

REAL ESTATE MORTGAGE
(WITH RENT ASSIGNMENT)

THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION
 16056
 6 Aug. 1944
 H.M.

KNOW ALL MEN BY THESE PRESENTS:

That I. W. Sims and Carrie Sims, his wife, of the County of Tulsa State of Oklahoma for and in consideration of the sum of Sixteen Hundred and 00/100 Dollars, in hand paid by THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, a domestic Building and Loan Association, incorporated under the laws of the State of Oklahoma, with office and principal place of business at Oklahoma City, Oklahoma, do hereby sell and convey unto the said THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, its successors and assigns, the following described real estate situate in the County of Tulsa and the State of Oklahoma, to-wit:

Lot Numbered Eight (8) in Block Numbered Three (3) Crutchfields Addition to Tulsa, Oklahoma.

For additional and like security, all rents, or other earnings and income of and 49 from the said real premises, are hereby made over and assigned to the mortgagee, with power and authority on its part, after any breach in the conditions of this mortgage, to collect and retain the same, the net proceeds to be applied and credited to the payment of the several items provided for herein.

"Appraisement is hereby waived under the laws of the State of Oklahoma, relating to forced sales of Real Estate."

To Have and to hold the above granted premises, with all the improvements and appurtenances thereunto belonging, unto the said Grantee, its successors and assigns, forever. And the said Grantors for themselves and their heirs, executors and administrators, covenant with the said grantee, its successors and assigns, that the said premises are free from encumbrance, and that they have good right and lawful authority to sell the same, and that they will Warrant and Defend the same against the lawful claims of all persons whomsoever.

The conditions of this Mortgage are such, That, Whereas, the said I. W. Sims and Carrie Sims, his wife, have assigned, transferred and set over unto the said THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, as a further security for the payment of the promissory note hereinafter mentioned, 16 shares of Installment Stock, in Class B. No. 17063, issued by THE OKLAHOMA SAVINGS AND LOAN Association, and have executed and delivered to THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, one promissory note bearing even date herewith, being No. 3748 for the sum of Sixteen Hundred and 00/100 Dollars.

Now if the said I. W. Sims and Carrie Sims, his wife, their heirs, assigns, executors or administrators shall well and truly pay or cause to be paid, the aforesaid note, according to the tenor thereof, and all assessments, dues and fines on said Stock, to the said THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, its successors or assigns, according to the By-Laws of said Association, and keep said premises insured against loss by Fire and Tornado, and pay all taxes, liens, charges and assessments upon or against said property, and keep the same in good repair, as herein provided, then this mortgage shall be void; otherwise to remain in full force and virtue in law. It is further agreed that if default shall be made in the payment of said sums of money, or any part thereof, as hereinbefore specified; or if the taxes, insurance, liens, charges and dues or any of them assessed or charged on the above real estate shall remain unpaid after the same are due and payable, then the whole indebtedness at the option of the holder, including the amount of all assessments, dues and fines on said stock, shall become immediately due, and the said Grantee, its successors or assigns, may proceed by foreclosure, or any other lawful mode, to make the amount of said note, together with all interest, and costs, including the attorney's fee, and the amount of all assessments, dues and fines on said Stock, and all taxes, insurance, liens, charges and assessments accrued on said real estate, and of the amounts assessed against the said Stock; and the said Grantee