510

28,7054 C.M.J.

MORTGAGE.

TREASURER'S ENDORSEMENT

and Receipt No. 20148 instead therefor in

Payment of Managere Tax on the within Mortguna Dated this 12 day of <u>2009</u> 19.2

... has been received

- 193

W. W. Stuckey, County Treasurer & M

This is to certify that S.A.

KNOW ALL MEN BY THESE PRESENTS:

That, We, A. W. Grammer & Mary Bess Grammer, husband

and wife of Tulsa County in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to THE OKMULGEE BUILDING AND LOAN ASSOCIATION, of Okmulgee, Oklahoma, a corporation duly organized and doing business 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:

All of Lot Number 6, Block Number 2, in East Lawn Addition to the city of Tulsa, Oklahoma, as shown by the recorded plat thereof,

with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same and waive the appraisement, and all homestead exemptions.

Also forty shares of Stock of said Association, Certificate No. 2322-GL

This mortgage is given in consideration of Four Thousand Dollars, the receipt of which is hereby acknowle ged, 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 40 shares of Stock of the said THE OKMULCEE BUILDING AND LOAN ASSOCIATION, and having borrowed of said Association, in pursuance of its by-laws the money secured by this mortgage, will do allthings which the by-lawsof said Association require shareholders and borrowers to do, and will pay to said Association on said stock and loan the sum of Fifty-three Dollars twenty cents (\$53.20) per month, on or before the 15th day of each and every month, until said stocm 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-negoitable note bearing even date herewith, executed by said Mortgagors, A. W. Grammer & Mary Bess Grammer, husband and 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, their legal representatives or assign, or otherwise; and said Mortgagors hereby waive any and all claim or right against said Mortgages, its successors or assigns, to any payment or rebate on, or offset against, the interest or principal of said mortgage debts, 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, fire and explosion with insurers approved by the Mortgagee in the sum of Four thousand Dollars, as a further security to 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 per cent per amum.