

# MORTGAGE RECORD

37

COMPARED

## Know All Men by These Presents:

That James Y. Brand and Lora Brand husband and wife of Tulsa County, in the State of Oklahoma, part less of the first part, have mortgaged and hereby mortgage to the STANDARD SAVINGS AND LOAN ASSOCIATION, of Detroit, Michigan, a corporation, duly organized and doing business under the statutes of the State of Michigan, entitled "An act to provide for the incorporation and regulation of certain corporations generally known as building and loan associations," party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot One (1) and two (2) in Block Five (5) in Burgess Hill  
addition to the city of Tulsa, Oklahoma according to the  
amended plat thereof

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

This mortgage is given in consideration of Twenty Five Hundred DOLLARS, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the monthly sums, fines and other items hereinafter specified, and the performance of the covenants hereinafter contained.

And the said James Y. & Lora Brand mortgagor for themselves and for their heirs, executors and administrators, hereby covenant with the said mortgagee, its successors and assigns, as follows:

FIRST. Said mortgagor James Y. Brand being the owner of 30 shares of stock of the said STANDARD SAVINGS & LOAN ASSOCIATION, of Detroit, Michigan, 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 Forty two Dollar and 16 cents (\$ 42.16 ) per month, on or before the last Saturday 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 payment of 84 of said monthly installments, and will also pay all fines that may be legally assessed against him 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 mortgagor James Y. & Lora Brand to said mortgagee.

SECOND. That said mortgagor S, within forty days after the same becomes 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 upon the said mortgagor S, their legal representatives as assigns, or otherwise; and said mortgagor S hereby waive any and all claim or right against said mortgagee, its successors or assigns, to any payment or rebate on, or offset against, the interest or principal of said mortgage debt, by reason of the payment of any of the aforesaid taxes, or assessments.

THIRD. The said mortgagor S will also keep all buildings erected and to be erected upon said lands insured against loss and damage by tornado or fire, with insurers, and to an amount approved by the mortgagee. Twenty five hundred Dollars as a further security to said mortgage debt, and assign and deliver to the mortgagee all insurance policies upon said property.

FOURTH. If said mortgagor S 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 eight per cent. per annum.

FIFTH. Should default be made in the payment of any of said monthly sums, or of any of said fines, or taxes, or insurance premiums, or any part thereof, when the same are payable as provided in this mortgage and in said note and said by-laws, and should the same, or any part thereof, remain unpaid for the period of six months, then the aforesaid principal sum of Twenty five hundred Dollars, with all arrearages thereon, and all penalties, taxes and insurance premiums, shall, at the option of said mortgagee, or of its successors or assigns, become payable immediately thereafter, although the period herein and by said note and said by-laws limited for the payment thereof shall not then have expired, anything hereinbefore contained to the contrary thereof in anywise notwithstanding. In the event of legal proceedings to foreclose this mortgage, the indebtedness thereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten per cent. per annum, in lieu of the payment of further monthly installments.

SIXTH. Said mortgagor S shall pay to said mortgagee or to its successors or assigns, the sum of One Hundred Dollars, as a reasonable solicitor's fee, in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage for default in any of its covenants, or as often as the mortgagor or mortgagee may be made a defendant in any suit affecting the title to said property, which sum shall be an additional lien on said premises.

SEVENTH. All the aforesaid covenants shall run with the land. This contract shall be construed in accordance with the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said mortgagor S have hereunto set their hands and seal, on the 25th day of January, 1911.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

James Y. Brand (SEAL)  
Lora Brand (SEAL)

STATE OF OKLAHOMA, COUNTY OF Tulsa, ss.  
 Before me, Th. M. Flectwood, a Notary Public in and for said County and State, on this 25th day of January, 1911, personally appeared

and James Y. Brand  
Lora Brand his wife  
 to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.  
 My commission expires on the 4th day of March, 1914.

STATE OF OKLAHOMA, TULSA COUNTY, ss.  
 This instrument was filed for record on the 27 day of Jan, A. D. 1911, at 10:30 o'clock A. M.  
 By Th. M. Flectwood, Notary Public.  
Seal Ab. H. Kalkley, Register of Deeds.