

MORTGAGE RECORD

Know All Men by These Presents: That *Samuel F. McCluney and Fressie A. McCluney his wife*

in consideration of *Two Hundred* DOLLARS, in hand paid by THE TULSA BUILDING AND LOAN ASSOCIATION, of Tulsa, Oklahoma, ha *✓* bargained and sold, and do hereby grant, bargain, sell and convey unto the said The Tulsa Building and Loan Association, its successors and assigns, forever, the following premises, situate in the County of Tulsa, in the State of Oklahoma, and described as follows:

The South one half (S $\frac{1}{2}$) of Lot Five (5) in Block Ten (10) in North Tulsa.

To have and to hold said lands and premises, with the appurtenances, unto the said The Tulsa Building and Loan Association, its successors and assigns, forever. And the grantor *for themselves* and heirs and assigns, do hereby covenant with the said The Tulsa Building and Loan Association, its successors and assigns, that they *are* lawfully seized of the premises aforesaid, and that the premises are free and clear from all incumbrances whatsoever, and that they will forever warrant and defend the same, with the appurtenances, unto the said The Tulsa Building and Loan Association, its successors and assigns, against the lawful claims of all persons whomsoever. *subject to a prior mortgage in favor of the mortgagee herein for \$1000*

PROVIDED, Nevertheless, and these presents are upon this condition: That whereas, the said *Samuel F. McCluney* ha *✓* entered into a contract in writing with said Association, of which the following is a copy, to-wit:

"\$ *200.00* Tulsa, Okla. *Nov. 25th* 19*10*

Received as a loan from The Tulsa Building and Loan Association, of Tulsa, Oklahoma, *Two Hundred* DOLLARS, which sum I agree to repay, with ten per cent. interest per annum thereon, payable monthly, as follows:

I hereby subscribe for *Two* shares of stock in said Association, of One Hundred Dollars each, Book No. *Four*, and I agree to pay to said Association, monthly, not less than *Four* DOLLARS, which sum is to be applied as follows:

FIRST. To the payment of any fines, insurance, taxes, or other assessments made against me in accordance with the By-Laws of the Association.
SECOND. To the payment of the interest and premium due on said loan.
THIRD. The balance of said amount to be applied toward the payment of my said stock subscription. Said monthly payments shall be continued until said stock is fully paid up by the payments applied thereto as above stated and the dividends declared thereon.
I also hereby assign the stock aforesaid to said Association as collateral security for said loan and I authorize it, when said stock is fully paid up, or should I fail for three months to make the payments above stated, at its option, to withdraw said stock in accordance with the By-Laws of said Association, or any or all of the money paid thereon, and apply the amount withdrawn to the payment of said loan, or the interest thereon, or any of the assessments above stated.
Should any part of said loan or the interest thereon or any of said assessments remain unpaid after the withdrawal value of said stock is so applied, they shall become due and payable at the option of said Association.
All unpaid installments shall bear interest at the rate of ten per cent. per annum from the time same are due and unpaid.
After three monthly installments become due and are unpaid, then the whole amount of principal, interest and premium shall become due and payable, at the option of the Association, and the mortgage, or other security may be enforced for the payment thereof."

Also upon the further agreement and condition, that the mortgagor, in consideration for the making of said loan, shall keep, during its continuance, the buildings on said described realty insured for the benefit of said Association in such amount as it may require, and shall also pay all taxes and assessments that are or may be levied thereon.

Now, if the said mortgagor shall well and truly pay, or cause to be paid, said loan and interest in the manner provided by said contract, and perform said contract and all conditions therein specified, and shall pay the premiums, fire insurance, and all taxes and assessments that are or may be levied on said realty herein mortgaged during the continuance of this loan, then these presents shall be void; otherwise, upon failure to perform all or any of said contracts, agreements and conditions therein, this mortgage shall become absolute and liable to foreclosure, and the said The Tulsa Building and Loan Association shall be entitled to the possession of said premises; and the grantor herein for said consideration expressly waives appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma, and further agree to pay a reasonable attorney's fee on the amount due at the time of the foreclosure of this mortgage, should the same be foreclosed, provided this mortgage is foreclosed by an attorney of record in the State of Oklahoma.

IN TESTIMONY WHEREOF, The said *Samuel F. McCluney and Fressie A. McCluney his wife*

ha *✓* hereunto set *their* hands and seals this *twenty fifth* day of *November* 19*10*.

Samuel F. McCluney (SEAL)

Fressie A. McCluney (SEAL)

ACKNOWLEDGMENT

STATE OF OKLAHOMA, ss.

County of Tulsa,

Before me,

A. W. Brink 19*10*, personally appeared *Samuel F. McCluney* and *Fressie A. McCluney his wife*

to me well 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.

Witness my hand and seal as such Notary Public, this *26th* day of *November* 19*10*.

My commission expires *May 18-1912* *A. W. Brink* Notary Public.

This instrument was filed for record in the office of the Register of Deeds of Tulsa County, Oklahoma, at Tulsa, on the *30* day of *November* 19*10*, at *2* o'clock *P.* M., and duly recorded the *30* day of *November* 19*10*, in *2* Record No. *116* on page *30*.

H. B. Wakeley Register of Deeds.