



The City of Broken Arrow to:

**Notice to Abate a Nuisance
Public Hearing**

TPXW Holdings LLC Series Z-818 E Elgin
102 S Forest Ridge Blvd.
Broken Arrow, Ok. 74014-2772

Reference: Lot 3 Block 1; Mound View Addition Res Prt B1, City of Broken Arrow, Tulsa County, State of Oklahoma;

Otherwise known as 818 E Elgin Pl..

A recent inspection of the property referenced above revealed the existence of conditions which, if not abated, are considered a public nuisance according to the Oklahoma State Statutes and City of Broken Arrow Ordinances cited below.

**Dilapidated Structure
Structure that violates code**

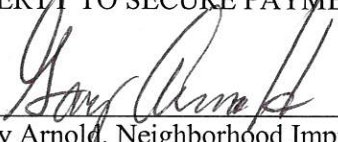
**Title 11 O.S. 22-111 and 22-112
City Nuisance Code 15-1.C.15 an 15-4**

The violations listed above must be abated by the following action:

Rehabilitate or demolish dilapidated structure(s) upon this lot.. Permits are required for either rehabilitation or demolition. Remove all trash, junk or debris from rehabilitation, demolition or any other activity from this lot.

You are further notified that the above action(s) must be completed on or before the 1st day of May, 2018; or in the alternative, you are directed to appear before the Hearing Officer on the 3rd day of May, 2018 ; at 12:00 noon, in the Council Chambers at 220 South First Street, Broken Arrow Oklahoma; to show just cause why the same shall not be abated and that upon your failure to appear the undersigned will take the necessary steps, as directed by City Ordinance, to abate such nuisance(s).

ALL COSTS ASSOCIATED WITH DEMOLITION ABATEMENT WILL BE BILLED TO THE PROPERTY OWNER AND A LIEN MAY BE IMPOSED ON THE PROPERTY TO SECURE PAYMENT.



Gary Arnold, Neighborhood Improvement Officer
918-259-2400 ext. 5340– Office phone

Dated: 4-3-18
Case # 18-30120

A copy of this notice has also been sent to the following mortgage holders and/or interested parties (if applicable):

No Other Interested Parties

PREPARED 4/02/18, 10:22:41
PROGRAM CE200L
City of Broken Arrow

CASE HISTORY REPORT
CASE NUMBER 18-10030120

PAGE 1

CASE TYPE	DISPOSITION	DATE ESTABLISHED	STATUS	STATUS DATE
Legal Description				
ADDRESS	INSPECTOR		TENANT NAME	TENANT NER
Dilapidated/abandoned Structur	Public	4/02/18	Active-Being Processed	4/02/18
80570-1319 -0001-04 -13430-11-18-14				
818 E ELGIN PL	Gary W Arnold			
AVON LAKE	OH 44012			

NARRATIVE: April 2, 2018 10:15:48 AM gwa. 4/02/18
Cinder block house has been abandoned. Guttred inside and not 4/02/18
in good repair, has not been maintained. 4/02/18

NOTICE NAMES: TPXW HOLDINGS LLC SERIES Z-818 OWNER Public PRINT PIN# IN LETTERS: No

HISTORY:	SCHEDULED ACTION	STATUS	RESULTED	DISPOSITION	INSPECTOR	TIME
1803-24	Case Assignment	PENDING		Public		
	Legal Ownership Pulled	PENDING		Public		
	Investigation/Posting	PENDING		Public		
	Follow Up Inspection/Recheck	PENDING		Public		
	Public Hearing	PENDING		Public		
	Sent To Legal Department	PENDING		Public		
	Asbestos Test	PENDING		Public		
	Demolition Work Order	PENDING		Public		
	Work Order Approved	PENDING		Public		
	Work Order Completed	PENDING		Public		
	Notice of Lien	PENDING		Public		
	Certified Statement of Cost	PENDING		Public		
	Recorded Lien Received	PENDING		Public		
	Close Case	PENDING		Public		

TOTAL TIME:

VIOLATIONS:	DATE	DESCRIPTION	QTY CODE	STATUS	RESOLVED
	4/02/18	Dilapidated Structure	1 15-1.C (15)	Active	
		LOCATION:			
		NARRATIVE: April 2, 2018 10:20:08 AM gwa.		4/02/18	

4-3-18 posted property

TR2106 PC_WIN Tulsa County Treasurer Tax Roll 02/22/18 13:54:18
2 MORE C RECORDS 2017 REAL ESTATE Record-Displayed:
Parcel: 80570 84 11 13420 **80570-84-11-13420**
Tax Roll: 17 01 2066650 **17-01-2066650-025-5**

TPXW HOLDINGS LLC SERIES Z-818 E ELGIN **LT 3 BLK 1**
102 S FOREST RIDGE BLVD
BROKEN ARROW OK 74014-2772 MOUND VIEW ADDN RES PRT B1

Gross Assessed	2,827	
Exemption -	0	
Net Assessed =	2,827	
BA-3A TaxRate x	130.86	PROPERTY ADDR: 818 E ELGIN PL N
Tax Amount =	370.00	
Fees/Cost +	0.00	
Balance Due =	0.00	
Delinquent Tax	0.00	C/CURR RECORD

Trn Action	Tax	Interest	Fees	Ref-No	Notation
1 01/08/18	370.00	.00	.00	00234846	BOK PIC1029318008293

PF2= Menu **PF4=** Curr & History **PF7=** PageBack

ENTER	ESC	F2	F4	F7	F18	Prt Scr
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R/T:451ms Pgm:296ms (DB[79]:207ms) Page:31ms (IIS:0ms) Netwk:123ms 27%

Assessor KEN YAZEL

Property Search

Disclaimer

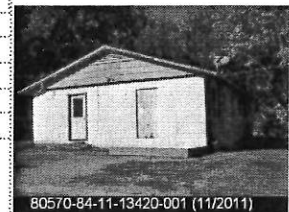
The Tulsa County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair cash (market) value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Tulsa County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Quick Facts

Account #: R80570841113420	
Parcel #: 80570-84-11-13420	
Situs address: 818 E ELGIN PL N BROKEN ARROW	
Owner name: TPXW HOLDINGS LLC SERIES Z-818 E ELGIN	
Fair cash (market) value: \$25,700	
Last year's taxes: \$370	
Subdivision: MOUND VIEW ADDN RES PRT B1	
Legal description: Legal: LT 3 BLK 1	
Section: 11 Township: 18 Range: 14	



General Information

Situs address: 818 E ELGIN PL N BROKEN ARROW
Owner name: TPXW HOLDINGS LLC SERIES Z-818 E ELGIN
Owner mailing address: 102 S FOREST RIDGE BLVD BROKEN ARROW, OK 740142772
Land area: 0.14 acres / 6,000 sq ft
Tax rate: BA-3A [BROKEN ARROW]
Subdivision: MOUND VIEW ADDN RES PRT B1
Legal description: Legal: LT 3 BLK 1
Section: 11 Township: 18 Range: 14
Zoning: ONE FAMILY RESIDENTIAL HIGH DENSITY - BA [R3]

Tax Information

	2017	2018
Fair cash (market) value:	\$25,700	—
Total taxable value (capped):	\$25,700	—
Assessment ratio:	11%	—
Gross assessed value:	\$2,827	—
Exemptions:	\$0	—
Net assessed value:	\$2,827	—
Tax rate: BA-3A [BROKEN ARROW]		
Tax rate mills:	130.86	—
Estimated taxes:	\$370	—*
Most recent NOV:	March 7, 2017	

* Estimated from 2017 millage rates

Values

	2017	2018
Land value:	\$15,700	—
Improvements value:	\$10,000	—
Fair cash (market) value:	\$25,700	—

Exemptions claimed

	2017	2018
Homestead	—	—
Additional homestead	—	—
Senior Valuation Limitation	—	—
Veteran	—	—

Tax detail (2017 millages)

	%	Mills	Dollars
City-County Health:	2.0	2.58	\$7.29
City-County Library:	4.1	5.32	\$15.04
Tulsa Technology Center:	10.2	13.33	\$37.68
Emergency Medical Service:	0.0	0.00	\$0.00
Tulsa Community College:	5.5	7.21	\$20.38
School Locally Voted:	22.7	29.64	\$83.79
City Sinking:	12.9	16.84	\$47.61
School County Wide Bldg:	4.0	5.20	\$14.70
School County Wide ADA:	3.1	4.00	\$11.31
School County Wide General:	27.8	36.40	\$102.90
County Government:	7.9	10.34	\$29.23

(Continued on next page)

Improvements										
Bldg ID#	Property type	Condition	Quality	Year built	Livable†	Stories	Foundation	Exterior	Roof	HVAC
1	Residential	Fair	Fair	1977	1,456 SF	1.0	Crawl Space	Masonry Concrete Block	Composition Shingle	1.1 Cool Air in Heat Ducts

Sales/Documents

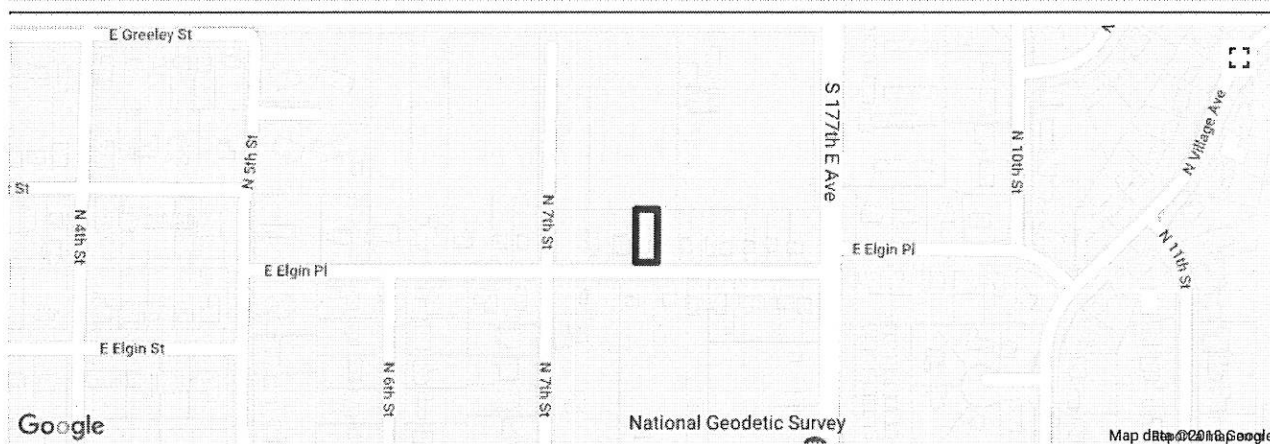
Date	Grantor	Grantee	Price	Doc type	Book-Page/Doc#
Jun 14, 2016	WILSON, FORREST D	WOFFORD, DELLA S & BARBARA J WILSON	\$—*	Affidavit Of Surviving Joint Tenant	2016056219
Jun 14, 2016	WOFFORD, DELLA S & BARBARA J WILSON	TPXW HOLDINGS LLC SERIES Z-818 E ELGIN	\$21,000*	General Warranty Deed	2016056220
Jan 29, 2015	ALPHA ASSETS STRATEGIES LLC	WOFFORD, DELLA & BARBARA WILSON	\$—*	General Warranty Deed	2015007763
Dec 17, 2014	WILSON, FORREST D & DELLA S WOFFORD & BARBARA J WILSON	ALPHA ASSET STRATEGIES LLC	\$—*	General Warranty Deed	2014113048
Jul 1, 1997			\$38,500	General Warranty Deed	05931-00874

* Multiple parcel sale

Images

Photo/sketch
(Click to enlarge)

† Square footage and acreage values included in this record are approximations. They may not reflect what a licensed surveyor would determine by performing a formal survey. They are for tax purposes only and are not intended for use in making conveyances or for preparing legal descriptions of properties.

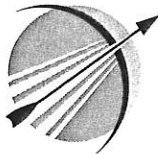


Ken Yazel — Tulsa County Assessor

Tulsa County Administration Building, Room 215 | 500 S. Denver | Tulsa, OK 74103

Phone: (918) 596-5100 | Fax: (918) 596-4799 | Email: assessor@tulsacounty.org

Office hours: 8:00–5:00 Monday–Friday (excluding holidays)



VOLUNTARY COMPLIANCE PROGRAM – COURTESY LETTER

City of Broken Arrow to:

Date: February 23, 2018

TPXW HOLDINGS LLC SERIES Z-818 E ELGIN
818 E ELGIN PL
BROKEN ARROW, OK

Case No. 18-10029912

To: TPXW HOLDINGS LLC SERIES Z-818

The City of Broken Arrow takes pride in the health, safety, welfare and appearance of our community and we are asking for your assistance in this effort. We understand that you may not be aware of the city codes that pertain to the maintenance of your property.

Neighborhood Improvements has been notified of a possible violation(s) on your property located at 818 E ELGIN PL and consisting of:

City Code Violation(s): Property Maintenance Violation

Violation Description

Any building, wall, fence or other structure that has been damaged by fire, decay or otherwise, and that is so situated as to endanger the safety of the public, or which are otherwise built, erected or maintained in violation of any ordinance or code.

Violation Corrective Action

Rehabilitate or demolish dilapidated structure(s) upon this lot. Permits are required for either rehabilitation and/or demolition. Remove all trash, junk or debris from rehabilitation, demolition or any other activity from this lot.

We are making this contact with you in advance of an on-site investigation to extend the opportunity for you to voluntarily comply with the ordinances by abating the possible violation(s). Every individual's maintenance of their property will contribute to the overall positive appearance of the community.

Please comply with this courtesy notification by: **March 05, 2018**

Please call the Code Enforcement Office at **259-2411, Option 4** if you have any questions.

YOUR COMPLIANCE IS APPRECIATED

UT210I01

CITY OF BROKEN ARROW
Location Customer History Inquiry

CXLIB

3/27/18
10:05:00

Location ID: 46608 Addr: 818 E ELGIN PL

Type options, press Enter.

1=Select 5=View detail

----- C u s t o m e r -----				Initiation	Termination
Opt	ID	Name	Type	Date	Date
—	159693	WILSON, THOMAS	F	6/24/16	10/03/16
—	206835	KEEHN, JUSTIN	C	5/28/15	6/20/16
—	118409	BLACKWELL, PATRICIA	C	9/04/01	9/13/13
—	71583	WOFFORD, DELLA	F	7/15/94	9/04/01
—	697	PARNELL, TRACEY	W	10/04/91	7/08/94

Bottom

F3=Exit F12=Cancel

Network Title
23 W. 4th

720459

BOOK 5114 PAGE 1846

MORTGAGE

☐ IF CHECKED, THIS IS AN OPEN-END MORTGAGE WHICH SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 12th day of July, 19 88
between the Mortgagor Bill M. Deatherage
(herein "Borrower"), and the Mortgagee, Household Finance
Corporation, a corporation organized and existing under the laws of
Delaware, whose address is 5109 S Peoria, Tulsa, OK 74105
(herein "Lender").

The following paragraph preceded by a checked box is applicable:

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 2728.13
which indebtedness is evidenced by Borrower's Loan Repayment Agreement dated 7/12/88
and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest at the
rate specified in the Note (herein "contract rate") (including any adjustments to the amount of payment or the contract
rate if that rate is variable) and other charges payable at Lender's address stated above, with the balance of the indebtedness,
if not sooner paid, due and payable on 7/12/90;

☐ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ _____, or so much
thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated _____ and
extensions and renewals thereof (herein "Note"), providing for a credit limit of \$ _____ and an
initial advance of \$ _____;

TO SECURE to Lender the repayment of the indebtedness, including any future advances, evidenced by the Note,
with interest thereon at the applicable contract rate (including any adjustments to the amount of payment or the contract
rate if that rate is variable) and other charges; the payment of all other sums, with interest thereon, advanced in accordance
herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower
herein contained, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described
property located in the County of Tulsa State of Oklahoma:

lot three (3), Block One (1), Moundview Addition to the city of
Broken Arrow, Oklahoma, Tulsa County.



STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
88 JUL 15 PH 1:32
JOAN HASTINGS
TULSA COUNTY CLERK

1000 JUL 15 1988
IN PAYMENT OF THE MORTGAGE
TAX ON THE WITHIN MORTGAGE
JOHN F. CAHILL COUNTY TREAS.
BY _____ DEPUTY

which has the address of 818 E Elgin Place Broken Arrow
(Street) (City)
Oklahoma 74012 (herein "Property Address");
(Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage;
and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter
referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant
and convey the property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants
that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to
encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note, including any variations resulting from changes in the contract rate, and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable at the applicable contract rate, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon at the applicable contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related

to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower and all other parties who are or who hereafter become secondarily liable shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws of the jurisdiction in which the Property is located shall apply except where such laws conflict with Federal law; in which case, Federal law applies. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage, if requested, at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, or as otherwise required by law, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage

discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Appointment of Receiver.** Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay all costs of recordation, if any.

21. **Waiver of Appraisal.** Appraisal of the Property is hereby waived or not waived at Lender's option, which shall be exercised at the time judgment is entered in any foreclosure hereof or at any time prior thereto.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Bill M. Deatherage
Bill M. Deatherage — Borrower

— Borrower

STATE OF OKLAHOMA, Tulsa County ss:

The foregoing instrument was acknowledged before me this 12th day of July, 1988

(date)

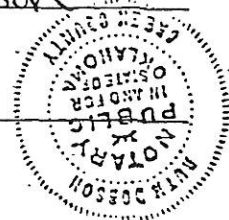
by Bill M. Deatherage, a single person
(person acknowledging)

My Commission expires:

9/30/89

Ruth Doleson
Notary Public

(Space Below This Line Reserved For Lender and Recorder)



FORM 6 - Copyright © 1987 by BURKHART'S Legal Forms - Tulsa, OK

(For Filing Only)

MAILING ADDRESS: 818 E. Elgin Pl., Broken Arrow, OK 74012

Ret & Taxes

General Warranty Deed

(WITH SURVIVORSHIP CLAUSE)

THIS INDENTURE, Made this 25th day of June, 1997

between Karen L. Linell, Melody L. Horn, Sherri L. Brown

and Billy G. Deatherage, Sr., sisters and brother,

Parties of the first part, and Forrest D. Wilson, Della S. Wofford

and Barbara J. Wilson, father and daughters,

with the right of survivorship as hereinafter set out, parties of the second part.

WITNESSETH: That in consideration of the sum of Forty-three thousand one hundred eighty-three and 03/100 (\$43,183.03) (\$5,000) DOLLARS, and other good and valuable considerations, receipt whereof is hereby acknowledged, said parties of the first part do by these presents grant, bargain, sell and convey unto Forrest D. Wilson, Della S. Wofford and Barbara J. Wilson, as joint tenants, and not as tenants in common, on the death of one the survivor, the heirs and assigns of the survivor, to take the entire fee simple title, the following described real estate situated in Tulsa County, State of Oklahoma, to-wit:

LOT FOUR (4), of the Resurvey of a Portion of BLOCK ONE (1), MOUND VIEW ADDITION to the Town of Broken Arrow, Tulsa County, State of Oklahoma.

TO HAVE AND TO HOLD the same as joint tenants, and not as tenants in common, with the fee simple title in the survivor, the heirs and assigns of the survivor, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

AND said Karen L. Linell, Melody L. Horn, Sherri L. Brown and Billy G. Deatherage, Sr. their heirs, successors, grantees, executors, and administrators, do hereby covenant and agree to and with said parties of the second part that, at the delivery of these presents, they is/are lawfully seized of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular, the above granted and described premises, with appurtenances; that the same are free, clear and discharged and unencumbered of and from all former and other grants, titles, charges, judgments, estates, taxes, assessments and encumbrances of whatsoever nature and kind, EXCEPT Easements and building restrictions of record and special assessments not yet due;



and that parties grantor will WARRANT AND FOREVER DEFEND the same unto said parties of the second part, their heirs, successors and assigns against said parties of the first part, their heirs, successors and assigns, and all and every person or persons whomsoever lawfully claiming, or to claim the same.

IN WITNESS WHEREOF, parties of the first part have executed or caused to be executed, this instrument the day and year first above written.

Karen L. Linell
Karen L. Linell
Melody L. Horn
Melody L. Horn

Sherri L. Brown
Sherri L. Brown
Billy G. Deatherage, Sr.
Billy G. Deatherage, Sr.

STATE OF OKLAHOMA,

County of TULSA

(Individual Acknowledgment)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of June, 1997, personally appeared Karen L. Linell, Melody L. Horn, Sherri L. Brown and Billy G. Deatherage, Sr.,

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 hereunto set my official signature and affixed my notarial seal the day and year last above written.

My commission expires 05/10/99

Kewi Horn



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Deed - 1997059993

Document Number
1997059993

Book Page
5931 875

Recording Date
07/02/1997 03:08:00 AM

Number Pages Total Fees
1 \$0.00

Transfer Tax

Sales Price Case Number

Return Address

Return To
AS CONVERSION

Address1

Address2

City State Zip

Mailback Date Destination
07/02/1997

Names**Grantor**

LINELL KAREN L

HORN MELODY L

BROWN SHERRI L

DEATHERAGE BILLY G SR

Grantee

WILSON FORREST D

WOFFORD DELLA S

WILSON BARBARA J

Legal Data

MOUND VIEW ADDN RES PRT B1 Lot: 4 Block: 1 Sub:80570 Acct: 841113430

Notes

GENERAL WARRANTY DEED 7.50

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Affidavit - 1996116443

Document Number

1996116443

Book Page

5866 471

Recording Date

12/04/1996 02:20:00 AM

Number Pages Total Fees

5 \$0.00

Transfer Tax

Consideration Case Number

Return Address

Return To

AS CONVERSION

Address1

Address2

City State Zip

Mailback Date Destination

12/04/1996

Names

Grantor

Grantee

LINDELL KAREN L

LINDELL KAREN L

Legal Data

MOUND VIEW ADDN RES PRT B1 Lot: 3 Block: 1 Sub:80570 Acct: 841113420

MOUND VIEW ADDN RES PRT B1 Lot: 4 Block: 1 Sub:80570 Acct: 841113430

Notes

AFFIDAVIT OF TERMINATION OF JOINT TENANCY 1919-379; 2627-225



BROKEN ARROW

Where opportunity lives

Development Services Department
Code Enforcement

The City of Broken Arrow To:

ORDER OF ABATEMENT

TPXW Holdings LLC Series Z-818 E Elgin
102 S Forest Ridge Blvd
Broken Arrow, Ok. 74014-2772

On the 3rd day of May, in the year 2018 a hearing was held in the Council Chambers of City Hall at 220 South 1st Street, Broken Arrow, Oklahoma whereby it was determined **your property described as:** Lot7 Block 2, Brown's Addition; City of Broken Arrow, Tulsa County.

And located at the address of: 701 N. 1st Street. was found to be in violation on May 1, 2018 of:

**Dilapidated Structure - City Ordinance Section 15-1.C (15) and 15-4
Oklahoma State Statute Title 11 Section 22-111 & 112**

This Order to be abated by:

The actual address is 818 E Elgin St. Rehabilitate the dilapidated and uninhabitable structure(s) or demolish and remove structure(s). Permits are required for rehabilitation or demolition. If razed, plug the sanitary sewer at the main prior to demolition. Remove all trash, junk or debris resulting from demolition or other cause.

Said property owner or his agent may appeal to the Council this order of abatement within ten (10) days of the date of this order by filing with the City Clerk a notice of appeal specifying the grounds thereof.

Russell Gale, Hearing Officer

CASE No. 18-30120

It has been determined that the above identified property is a public nuisance and as such, requires abatement. Your failure to take the necessary steps to abate the nuisance(s) within 30 days after the hearing date will result in abatement by the City of Broken Arrow.

ALL ABATEMENT COSTS INCURRED BY THE CITY SHALL BE ASSESSED AGAINST THE PROPERTY OWNER AND A LIEN SHALL BE IMPOSED ON THE PROPERTY TO SECURE PAYMENT.

A copy of this notice has also been sent to (if applicable):
No Other Interested Parties