80

Building And Loan Association, which said note is in the words and figures following to-wit:

FIRST MORTGAGE REAL ESTATE NOTE.

No 967

\$3500 **.**00

Shawnee , Oklahoma August 21, 1922.

For value received \$-- or on or before ten years from date, we promise to pay to the Fidelity Building and Loan Association, a corporation organized under the laws of the State of Oklahoma and having its office and principal place of business at Shawnee, in said State, the sum of Thirty Five Hundred and no/100 Dollars with interest at the rate of 8 per cent per annum, and a premium of 2 per cent per annum, both interest and premium being payable at the principal office of the said Fidelity Building and Loan Association, on or before the 10 day of each and every month. Any failure to pay interest or premium when due shall make principal, interest and premium due at once, and any waiver of the right to enforce payment of the same shall not prevent the payee from enforcing the right upon any recurrence of the default.

The shares of stock in the Fidelity Building and Loan Association held by the undersigned as shown by Certificate, of Stock No 2505 are hereby pledged and transferred to the Fidelity Building and Loan Association as collateral security for the performance of the conditions of this obligation and the mortgage securing the same. It is expressly agreed by the makers hereof that this note is made with reference to and under the laws of the State of Oklahoma, and is to be governed by the laws of said state.

Lizzie A. Stone

Joe Stone

Now if the said Lizzie A. Stone and Joe Stone, wife and husband executors, administrators, or assigns shall well and truly pay or cause to be paid the above recited note according to the tenor thereof, and all assessments dues, fines and all other charges or liens upon or against said stock to the said Fidelity Building and Loan association his successors or assigns, according to the By-Laws of said Association, and keep said premises insured against loss by Fire or Tornado in such companies as are acceptable to the association and pay all taxes, rates, charges and assessments, and secure the release and discharge of all liens upon and against said property within ninety days after said taxes, rates charges, assessments and liens accrue and keep said property in good repair, as herein provided. Then this mortgage shall be void, otherwise to rema in in full force and virtue in law.

It is further agreed that if default shall be made in the payment of any of said sums of money or any part thereof, or the performance of any of the conditions hereinbefore specified, then the whole indebtedness, including the amount of all dues, fines, assessments or other charges upon said stock shall become due, and and the grantee herein, its successors or assigns, may proceed by foreclosure or any other lawful mode, to collect the amount of said note, together with all interest, premium, cost, and the amount of all dues, fines, assessments or other charges on said stock, and all taxes, rates insurance, liens, charges and assessments accused on said real estate; and the said grantee shall be entitled to the possession of said premises and of said property. But it is further understood and agreed by and between the parties hereto, that the Board of directors, of said association may at their option pay or cause to be paid the said taxes, charges, insurance rates, liens and assessments so due and payable and charge them against said grantors their heirs, executors administrators, or assigns and the amount so paid shall be a lien on said mortgaged premises, and shall bear