

premises are free from incumbrance, and that they have a good right and lawful authority to sell the same, and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

And the said Grantors for themselves and their heirs, executors and assigns, hereby further promise and agree that if at any time the above described real estate be not occupied by the then owners thereof as a homestead, the rents and profits accruing from the use thereof are hereby assigned to the said INDUSTRIAL BUILDING & LOAN ASSOCIATION to be collected by it, and all or so much as may be necessary of the money so collected may be used and applied by it in liquidation of the obligation hereby secured, the balance, if any, to be turned over to the legal owners of said real estate.

THE CONDITIONS OF THIS MORTGAGE ARE SUCH, That whereas the said H. W. Mabry & Iva Mabry his wife have assigned, transferred and set over unto the said INDUSTRIAL BUILDING & LOAN ASSOCIATION, as a further security for the payment of the promissory note hereinafter mentioned, 60 shares of Series Stock in Class A. No. -, issued by the INDUSTRIAL BUILDING & LOAN ASSOCIATION, on which the monthly dues are Thirty Dollars, payable on the 5th day of each month and have executed and delivered to the said INDUSTRIAL BUILDING & LOAN ASSOCIATION one promissory note, calling for the sum of Nine Hundred Dollars, with interest at the rate of Seven & 47/100 Dollars per month; both interest and dues payable on the fifth day of every month until sufficient assets accumulate to pay to each shareholder one hundred dollars per share for each share of stock held by him, according to the by-laws of the INDUSTRIAL BUILDING & LOAN ASSOCIATION which said note is in words and figures, as follows:

\$900.00

No. \_\_\_\_\_

#### FIRST MORTGAGE REAL ESTATE NOTE.

FOR VALUE RECEIVED I, we or either of us, jointly and severally, promise to pay to INDUSTRIAL BUILDING & LOAN ASSOCIATION of Tulsa, Oklahoma, on or before ten years, after date hereof the sum of Nine Hundred Dollars, with interest from date, in monthly installments of Seven and 47/100 Dollars; also monthly dues on 60 shares of Class A-Loan installment stock of said association in the sum of Thirty dollars, both interest and dues being payable on the 5th day of each and every month until sufficient assets accumulate to mature said shares and pay the holder thereof one hundred dollars for each share according to the terms of the by-laws of the Association, and in case of default in the payment of interest, or dues, or any part thereof, at the stated times, or failure to comply with any of the conditions or agreements stated in the mortgage securing such payments, then this note shall immediately become due and payable at the option of the legal holder hereof, and shall after such default bear ten per cent interest per annum, and if collected by suit, we agree to pay an addition ten per cent of the amount due, as attorney's fees.

Dated at Tulsa, Oklahoma, the 22 day of September 1922.

Now, if the said H. W. Mabry and Iva Mabry his wife, and their heirs, assigns, executors, or administrators, shall well and truly pay the aforesaid note according to the tenor thereof, and all assessments, dues and fines on said stock, to the said INDUSTRIAL BUILDING & LOAN ASSOCIATION, or its successors, and keep said premises insured against Fire and Tornado, in the sum of \$900.00 and pay all taxes, rates, liens, charges and assessments upon or against said property, and keep the same in good repair, as herein provided, then this mortgage shall be void; otherwise to remain in full force and virtue in law. It is further agreed that if default shall be made in the payment