

Topeka, Kansas, do hereby sell and convey unto the said The Aetna Building and Loan Association, and its successors, the following described premises, situated in the County of Tulsa and the State of Oklahoma, to-wit: Lot sixteen (16) in Block six (6) in Factory addition to the City of Tulsa, Tulsa County, Oklahoma.

To have and to hold the above granted premises, with all the appurtenances thereto belonging, unto the said grantee and its successors, forever.

And the said grantors for themselves and their heirs, executors and administrators, covenant with the said grantee and its successors, that the said premises are free from incumbrances, and that they have a good right and lawful authority to sell the same, and that they will warrant and defend the same against all lawful claims of all persons whomsoever.

And the said grantors for themselves and their heirs, executors, administrators and assigns, hereby further promise and agree that if at anytime the above described real estate be not occupied by the then owners thereto as a homestead, the rents and profits accruing from the use thereof are hereby assigned to the said The Aetna Building and 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 above obligation, 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 Sam Zarrow, and Rosa Zarrow, his wife, have assigned, transferred and set over unto the said The Aetna Building and Loan Association, as a further security for the payment of the promissory note hereinafter mentioned, twenty eight shares of series stock in Class "A" No. 49909, issued by The Aetna Building and Loan Association, on which the monthly dues are \$70.00 dollars, payable on the 5th day of each month and have executed and delivered to the said The Aetna Building and Loan Association, their promissory note, calling for the sum of fourteen thousand dollars with interest, at the rate of one hundred sixteen and 66/100 dollars per month, both interest and dues payable on the 5th day of every month until sufficient assets accumulate to pay to each shareholder five hundred dollars per share for each share of stock held by him, according to the by-laws of the Aetna Building and Loan Association, which said note is in words and figures, as follows:

\$14,000.00

FIRST MORTGAGE REAL ESTATE NOTE.

No. 49909

For value received, we do hereby promise to pay the Aetna Building and Loan Association of Topeka, Kansas, on or before ten years after date, fourteen thousand dollars, with interest thereon from date thereof, in monthly installments of one hundred sixteen and 66/100 dollars, also monthly dues on 28 shares of stock in the sum of seventy dollars, both interest and dues being payable on the 5th day of each and every month until sufficient assets accumulate to pay each shareholder five hundred dollars per share for every share held by him in accordance with the by-laws of said 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 contained in the First Mortgage on real estate given to secure the payment thereon, 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 suit is filed thereon, we agree to pay ten per cent additional as attorney's fee of costs of collection. Appraisement waived.

Dated at Tulsa, Oklahoma, the 15th day of January, 1923.

Sam Zarrow,
Rosa Zarrow

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I hereby certify that this is a true and correct copy of the original as filed for record in payment of mortgage tax on the within mortgage.

Noted this 20 day of Jan 1923

WAYNE L. DICKEY, County Treasurer

Deputy