

under said by-laws or under any amendments that may be made thereto, according to the terms of said by-laws or under any amendments that may be made thereto, according to the terms of said by-laws and a certain non-negotiable note bearing even date herewith, executed by said mortgagor C. J. and Lula R. Plummer, to said mortgagee. Said note is in words and figures as follows:

FIRST MORTGAGE REAL ESTATE NOTE

\$700.00

Sand Springs, Oklahoma, January 5th.
1925

For value Received, I, We, or either of us, jointly and severally promise to pay to the HOME BUILDING & LOAN ASSOCIATION, Sand Springs Oklahoma, on or before 28 months years after date hereof the sum of ----- Seven Hundred and No/100 Dollars, with interest from date, in monthly installments of five and 84/100 (\$5.84) dollars, also monthly dues on 25 shares of Class C. Installment Stock of said Association, in the sum of twenty five and No/100 (\$25.00) 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 (\$100.00) dollars for each share, in accordance with the terms of the by-laws of the said Association; and in case of default in any payment of interest or dues, or any part thereof at the said 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, I, We, or either of us agree to pay an additional sum equal to ten per cent interest per annum, ~~and if collected by suit, I, We, or either of us agree to pay an additional sum equal to ten per cent~~ of the amount due, as attorneys' fees.

C. J. Plummer

Lula R. Plummer

SECOND: That said mortgagors, within forty (40) days after the same becomes due and payable, will pay all taxes and assessments which shall be levied upon said lands, or upon, or on account of, or the indebtedness secured thereby, or upon the interest or estate in said lands created or represented by this mortgage, or by said indebtedness, whether levied against the said mortgagors their legal representatives or assigns, or otherwise; and said mortgagors hereby waive any and all claim or right against said mortgagee, its successors or assigns, to any payment or rebate on, or offset against, the interest or principal or premium of said mortgage debt, by reason of the payment of any of the aforesaid taxes or assessments.

THIRD: That the said mortgagors will also keep all buildings erected upon said lands insured against loss and damage by tornado or fire insurers approved by the mortgagee in the sum of One Thousand and No/100 Dollars (\$1000.00) dollars, as a further security to said mortgage debt, and assign and deliver to the mortgagee all insurance upon said property.

FOURTH: If said mortgagor make default in the payment of any of the aforesaid taxes or assessments, or in procuring and maintaining insurance as above covenanted, said mortgagee, its successors or assigns may pay such taxes and effect such insurance, and the sums so paid shall be a further lien on said premises under this mortgage, payable forthwith, with interest at the rate of 10 per cent per annum.

FIFTH: Should default be made in the payment of said monthly sums, or of any of said fines, or taxes, or insurance premiums, or any part thereof, when the same are payable as provided in this mortgage and in said note and said by-laws, and should the same, or any part thereof, remain unpaid for the period of six months, then the aforesaid principal sum of Seven Hundred and No/100 (\$700.00) dollars with arrearages thereon, and all penalties, taxes and insurance premiums shall, at the option of said mortgagee, or of its successors or assigns, become payable immediately thereafter, anything heretofore contained to the contrary thereof notwithstanding. In the event of legal proceedings to foreclose this mortgage, the indebted-