

TO HAVE AND TO HOLD the same with all the rights and appurtenances thereto belonging to the said party of the second part and to his successor hereinafter designated, and to the assigns of him and his successor, forever.

In trust, however, for the following purposes: WHEREAS, the said J. W. Whitney and Mary E. Whitney have has this day made and executed and delivered to the said party of the third part one promissory note of even date herewith, by which they promise to pay to the said CENTRAL SAVINGS AND LOAN ASSOCIATION the sum THIRTY-SEVEN HUNDRED AND FIFTY dollars, said note being in words, letters and figures as follows:

COMPARED

NOTE OR OBLIGATION.

Tulsa, Okla. February 2nd.

One hundred months after date, for value received, we promise to pay to the CENTRAL SAVINGS AND LOAN ASSOCIATION, of Marshall, Mo., THIRTY-SEVEN HUNDRED AND FIFTY dollars, this day advanced to me as a loan, with interest thereon at the rate of six per cent per annum, payable in monthly installments of Eighteen & 75/100 dollars each, and the further sum of thirteen & 12/100 Dollars per month, for premium on said loan so made to us by said CENTRAL SAVINGS AND LOAN ASSOCIATION, of Marshall, Mo. and we further agree to pay said Association, at the same time said interest and premium are payable the sum of Twenty-eight & 13/100 Dollars every month, the same being the monthly dues on Certificate No. 823 of the capital stock of the said CENTRAL SAVINGS AND LOAN ASSOCIATION this day pledged by us as collateral security for the payment of said loan, so advanced to us. And we further agree to pay to the said association all of the said sums of money, amounting in the aggregate to SIXTY Dollars on the first Saturday of each and every month until the said Certificate No. 823 so pledged by us as collateral security, to said loan, shall, according to the By Laws of the said Association, reach the ultimate or par value thereof, or said loan shall be otherwise sooner canceled or discharged.

In default of payment of said sums of money so expressed to be for dues, interest and premiums, as aforesaid, and within the time required by the By-Laws of the said Association, we agree to pay all fines and penalties assessed against us for said default. PROVIDED, That the maker hereof may at the end of one hundred months cease making said monthly payments, as aforesaid, and may take credit upon the said loan so advanced for the then book value of the said Certificate No. 823 so pledged to secure this loan, and may pay to the said Association the difference, if any, between said book value of said Certificate and said loan, and may thereafter be discharged from making further payments hereon.

J. W. Whitney

Mary E. Whitney

AND WHEREAS, the said parties of the first part agree with the said party of the third part to pay on demand all taxes and assessments, general or special, levied against grantor's equity in property described hereafter charged thereon or therefor, and also to keep the improvements upon said land constantly and satisfactorily insured for the sum of at least \$3750.00 until said note be paid and the policy or policies thereof constantly assigned and delivered unto said party of the third part for further securing the payment of said note, with power to demand, receive and collect all moneys becoming payable thereunder and so apply the same toward the payment of said notes unless otherwise paid, and also keep said land and improvements free from all statutory liens whatever, and also to pay all dues as stockholders as mentioned in said note. Now if said note and interest thereon and all the covenants and agreements herein contained whether expressed or implied be faithfully kept and performed, then these presents including the lease hereinafter set forth shall be void, and the property hereinbefore conveyed shall be released at the expense of the parties of the first part but if default be