

mortgagee. Said note is in words and figures as follows: COMPARED

FIRST MORTGAGE REAL ESTATE NOTE

\$500.00)

sand springs, Oklahoma, March 26th, 1923

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 ten (10) years after date hereof the sum of Five Hundred and No/100 Dollars, with interest from date in monthly installments of Four and 17/100 (\$4.17) Dollars, also monthly dues on five shares of Class C Installment Stock of said Association, in the sum of Twenty and No/100 (\$20.00) Dollars both interest and dues being payable on the 15th 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 of the amount due, as attorneys' fees.

Eleanor Stanton

J. W. Weaver  
her  
Mary M. X Weaver  
mark

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 mortgagor, their legal representatives or assigns, or otherwise; and said mortgagor 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 with insurers approved by the mortgagee in the sum of Five Hundred and No/100 (\$500.00) Dollars, as a further security to said mortgage debt, and assign and deliver to the mortgagee all insurance upon said property.

FOURTH: If said mortgagors 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 ten 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 Five Hundred and No/100 (\$500.00) 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 hereinbefore contained to the contrary thereof notwithstanding. In the event of legal proceedings to foreclose this mortgage, the indebtedness thereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten per cent per annum in lieu of the further payments of monthly installments.

SIXTH: The said mortgagors shall pay to the said mortgagee or to its successors