

#249460 NS

RECORDED

## OKLAHOMA MORTGAGE

KNOW ALL MEN BY THESE PRESENTS;

That Frankie W. Kirby and M.A. Kirby, her husband of the County of Tulsa State of Oklahoma, for and in consideration of the sum of Twelve Hundred and 00/100 Dollars in hand paid by THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, a domestic Building and Loan Association, incorporated under the laws of the State of Oklahoma, with office and principal place of business at Oklahoma City, Oklahoma, do.. hereby sell and convey unto the said THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, its successors and assigns, the following described real estate situate in the County of Tulsa, and the State of Oklahoma, to-wit;

Lot Ten (10) in Block Five (5) Ingram-Lewis Addition to Tulsa, Oklahoma.

"Appraisement is hereby waived under the laws of the State of Oklahoma, relating to forced sales of Real Estate."

TO HAVE AND TO HOLD THE above granted premises, with all the improvements and appurtenances thereunto belonging, unto the said Grantee, its successors and assigns, forever. And the said Grantors for themselves and their heirs, executors and administrators, covenant.. with the said Grantee, its successors and assigns, that the said premises are free from encumbrance, and that they have 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.

The conditions of this Mortgage are such, that, Whereas, the said Frankie W. Kirby and M.A. Kirby, her husband, have assigned, transferred and set over unto the said THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, as a further security for the payment of the promissory note hereinafter mentioned 20 shares of Installment Stock, in Class A. No. 15827, issued by THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, and have executed and delivered to the said THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION one promissory note, calling for the sum of Twelve Hundred and 00/100 Dollars, with interest at the rate of Ten per cent per annum, payable on the fifty day of every month, until sufficient assets accumulate to pay each shareholder one hundred dollars per share of stock held by him, according to the By-Laws of THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, which note is in words and figures, as follows, to-wit;

NO. 3492.

\$1200.00

For value received, we do hereby promise to pay to THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION of Oklahoma City, Oklahoma, or order, on or before 120 months after date, Twelve Hundred and 00/100 Dollars, with interest thereon from date thereof, at the rate of Ten Per cent per annum, being payable on the fifth day of each and every month until sufficient accumulate to pay each share holder one 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 any part thereof, or failure to comply with any of the conditions or agreements contained in the first mortgage on real estate given to secure the payment of this note, then this note shall immediately become due and payable, at the option of the legal holder thereof, and if collected by suit, ten per cent additional shall be allowed, as attorney's fee, the said fee in any case to be at least Twenty-five Dollars; provided, that the makers of this note may have the privilege of paying Fifty Dollars or any multiple thereof, or all on the principal sum, by paying one month's interest in advance, on the amount so paid, as prescribed by the By-Laws, and have the interest payments reduced accordingly.

Dated at Tulsa, Okla. the 31 day of December A.D. 1923.

Frankie W. Kirby  
M.A. Kirby