

KNOW ALL MEN BY THESE PRESENTS:

COMPANY

That Ida May Nye and Fred Nye, wife and husband of Tulsa County, in the State of Oklahoma, parties of the first part, have mortgaged, and hereby mortgage to HOME BUILDING AND LOAN ASSOCIATION of Sand Springs, Oklahoma, a corporation duly organized and doing business under the statutes of the State of Oklahoma, party of the second part, the following described real estate and premises, situate in Tulsa County, State of Oklahoma, to wit:

Lot number Three (3) in Block number Forty one (41), Oak Ridge, Second Addition to the City of Sand Springs, according to the recorded plat thereof.

with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same, and waive the appraisalment, and all homestead exemptions.

Also Three share of stock of said Association, Certificate No. 157.

This mortgage is given in consideration of Three Hundred and no/100 (\$300.00) Dollars, the receipt of which is hereby acknowledged, and for the purpose of securing payment of the monthly sum, fines and other items hereinafter specified, and the performance of the covenants hereinafter contained.

And the said mortgagors for themselves and for their heirs, executors and administrators, hereby covenant with said mortgagee, its successors and assigns, as follows:

FIRST: Said mortgagors being the owner of three share of stock of the HOME BUILDING AND LOAN ASSOCIATION of Sand Springs, Oklahoma, and having borrowed of said Association, in pursuance of its by-laws, the money secured by this mortgage, will do all things which the by-laws of said Association require shareholders and borrowers to do, and will pay to said association on said stock and loan the sum of Twenty Two and 50/100 (\$22.50) Dollars, per month, on or before the 15th day of each and every month, until said stock shall mature as provided in said by-laws, provided that said indebtedness shall be discharged by the cancellation of said stock at maturity, and will also pay all fines that may be legally assessed against them 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 Ida May and Fred Nye, to said mortgagee. Said note is in words and figures as follows:

FIRST MORTGAGE REAL ESTATE NOTE

\$300.00

Sand Springs, Oklahoma, February 15th, 1927.

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 Three Hundred and No/100 Dollars, with interest from date, in monthly installments of Two & 50/100 (\$2.50) Dollars, also monthly dues on three shares of Class C Installment Stock of said Association, in the sum of Twenty & 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 due, 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 to pay and additional sum equal to ten per cent of the amount due, as attorneys' fees.

Ida May Nye

Fred Nye