

423

I hereby certify that I received \$3000.00 and issued
Receipt No. 17704 in payment of mortgage
tax on the within mortgage.

Dated this 6 day of April 1923

WAYNE L. DICKAY, County Treasurer

COMPARED

Class A, No. 145150, 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 three thousand and 00/100 dollars with interest at the rate of ten per cent per annum, payable on the fifth day of every month, until sufficient assets accumulate to pay each shareholder one hundred dollars per share for each 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. 3100. \$3000.00

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 the 120 months after date, three thousand 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 assets accumulate to pay each shareholder 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 Sand Springs, Okla, on the - - day of April, A.D. 1923

Now, if the said C. C. Winters and J. W. Winters, both single men, their heirs, assigns, executors, or administrators, shall well and truly pay or cause to be paid, the aforesaid note, according to the tenor thereof, and all assessments, dues and fines on said stock, to the said The Oklahoma Savings and Loan Association, its successors or assigns, according to the By-Laws of said Association, and keep said premises insured against fire and tornado, and pay all taxes, rates, liens, charges and assessments upon or against said property, and keep the same in good repair, as herein provided, then this mortgage shall be void; otherwise to remain in full force and virtue in law. It is further agreed that if default shall be made in the payment of said sums of money, or any part thereof as hereinbefore specified; or if the taxes, rates, insurance, liens, charges and dues assessed or charged on the above real estate shall remain unpaid for the period of ninety days after the same are due and payable, then the whole amount including the amount of all assessments, dues and fines in said stock, shall become due, and the said Grantee, its successors or assigns, may proceed by foreclosure, or any other lawful mode, to make the amount of said note, together with all interest, premium, cost and the amount of all assessments, dues and fines on said stock, and all taxes, rates insurance, liens, charges and assessments accrued on said real estate, and of the aforesaid real estate and the said Stock; and the said grantee shall be entitled to the possession of said premises and of said property. And it is further agreed, that if foreclosure proceedings be instituted, an Attorney's fee of ten per cent additional shall be allowed the said fee in any case to be at least twenty five dollars and taxed as costs in said case. But the Board of Directors of said Association may, at their option, pay or cause to be paid, the said taxes, charges, insurance, rates, liens and assessments so due and payable, and charge them against said Grantors or assigns, and the amount so paid shall be a lien on said mortgaged premises, and shall bear interest at the same rate specified herein, and may be included in any