

COMPARED

I hereby assign the stock aforesaid to said Association as collateral security for said loan, and I authorize it, when said stock is fully paid up, or should I fail for three months to make the payments above stated, at its option, to withdraw said stock in accordance with the by-laws of said Association, or any or all of the money paid thereon, and apply the amount withdrawn to the payment of said loan, or the interest thereon, or any of the assessments above stated.

Should any part of said loan or the interest thereon, or any part of said assessments remain unpaid after the withdrawal value of said stock is so applied, they shall become due and payable at the option of said Association. All unpaid installments shall bear interest at the rate of ten per cent per annum, from the time the same are due and unpaid.

After six monthly installments become due, and unpaid, then the whole amount of principal and interest shall become due and payable, at the option of the Association, and the mortgage or other security may be enforced for the payment thereof.

W. M. Halsey,  
Nellie W. Halsey.

Now, if the said mortgagors shall well and truly pay, or cause to be paid, said loan and interest and stock dues in the manner provided by said contract, and perform said contract and all conditions therein specified, and shall pay fire insurance and all taxes and assessments that are or may be levied against said realty herein mortgaged during the continuance of this loan, then these presents shall be void; otherwise, upon the failure to perform <sup>all or</sup> any of said contracts, agreements and conditions therein, this mortgage shall become absolute and liable to foreclosure, and the said Nowata Building and Loan Association shall be entitled to the possession of said premises, and the grantors herein for said consideration expressly waives appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma, and further agree to pay a 10% attorney's fee on the amount named in this mortgage, should the same be foreclosed, or suit brought after default, provided this mortgage is foreclosed by an attorney of record in the State of Oklahoma.

In testimony whereof, the said first parties have hereunto set their hands and seals this 7th day of April, 1923.

W. M. Halsey,  
Nellie W. Halsey.

State of Oklahoma)  
County of Tulsa ) SS

Before me, F. B. Jordan, a Notary Public, in and for said County and State, on this 7th day of April, 1923, personally appeared W. M. Halsey and Nellie W. Halsey, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

(SEAL) F. B. Jordan, Notary Public.

My commission expires Oct. 11th, 1925.

Filed for record in Tulsa County, Okla. on April 11, 1923, at 4:10 P.M. and duly recorded in book 445, page 458, By Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

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COMPAREDASSIGNMENT OF RENTS.

This agreement, made this 7th day of April, 1923, between W. M. Halsey and Nellie W. Halsey, husband and wife, of Tulsa, Oklahoma, hereinafter designated party