

I, Hal Turner, County Clerk, for Tulsa County, Oklahoma, hereby certify that the foregoing is a true, correct and full copy of the instrument herewith set out as appears of record in the County Court of Tulsa, Oklahoma, this 4th day of March, 1924.

By Florence Hagg, Deputy (SEAL) Hal Turner, Court Clerk.

Filed for record in Tulsa County, Oklahoma March 5, 1924, at 4:20 P.M. recorded in book 448, page 197, Brady Brown, Deputy.

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

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COMPARED

MORTGAGE.

Know all men by these presents: That Charles E. Fincannon and Cora A. Fincannon, husband and wife, of Tulsa County, in the State of Oklahoma parties of the first part, have mortgaged and hereby mortgage to the National Building and Loan Association of Pawhuske, Oklahoma, a corporation duly organized and doing business under the laws of the State of Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The east 50 feet of the south¹⁶⁰ feet of lot

six (6) in Block one (1) Highlands First

adjoined to Tulsa, Tulsa County, Oklahoma,

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

Also 20 shares of stock of said Association Certificate No. --- Class "A".

This mortgage is given in consideration of two thousand & no/100 dollars, the receipt of which is hereby acknowledged, and for the purpose of securing the 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 mortgage its successors and assigns, as follows:

First: Said mortgagors being the owner of 20 shares of stock of the said National Building and Loan Association, 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 do do and will pay to said association on said stock and loan the sum of thirty six dollars and sixty six cents (\$36.66) per month on or before the 5th day of each and every month, until said stock shall mature as provided in said by-laws, provided that the said indebtedness shall be discharged by the cancellation of said stock at maturity, and will pay all fines that may be legally assessed against them under said by-laws or under any amendment 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 mortgagors to said mortgagee.

Second. That said mortgagors, within forty 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, this mortgage, or the indebtedness secured hereby or upon the interest or estate in said lands created or represented by this mortgage, or by said indebtedness, whether levied against the said mortgagors, their legal representatives or assigns, or otherwise; and said mortgagors hereby waive any and all claim or right against said mortgagee, its successors or assigns, to any payment or rebate 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.