

act and deed, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

(SEAL) Elizabeth B. Windsor, Notary Public.

My commission expires February 7, 1928.

Filed for record in Tulsa County, Okla. on March 28, 1924, at 3:40 P.M. recorded in book 448, page 295, Brady Brown, Deputy,

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

254503 - B1

**MORTGAGE OF
REAL ESTATE MORTGAGE.**

Know all men by these presents, that L. H. Agard, and W. G. Agard, husband and wife, of the County of Tulsa, State of Oklahoma, for and in consideration of the sum of seventy five hundred and no/100 dollars, in hand paid by the Fidelity Building and Loan Association, of Shawnee, Oklahoma incorporated under the laws of the State of Oklahoma, and having its principal office or place of business at Shawnee, in the State of Oklahoma, do hereby sell and convey unto the said Fidelity Building and Loan Association, its successors and assigns, the following described real estate, situated in the County of Tulsa, and the State of Oklahoma, to-wit: Lots seventy seven (77) twenty eight (28) and twenty nine (29) block fifteen (15) Park Hill Addition to Tulsa. 118

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, administrators and assigns, covenant with the said grantee, its successors and assigns, that the said premises are free from encumbrances, and that they have good right and lawful authority to convey the same, and that they will warrant and defend the same against the lawful claims of all persons whatsoever.

The conditions of this mortgage are such that, whereas, the said L. H. Agard and W. G. Agard, have assigned, transferred and set over unto the said Fidelity Building and Loan Association as a further security for the payment of the promissory note hereinafter mentioned, seventy five shares of installment stock, in class B. No. 3240, issued by the said Fidelity Building and Loan Association, and have executed and delivered to the said Fidelity Building and Loan Association, their promissory note calling for the sum of seventy five hundred and no/100 dollars, with interest at the rate of ten per cent per annum, and a premium of 2 per cent per annum, both interest and premium payable on the 10th 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 said Fidelity Building and Loan Association, which said note is in the words and figures following, to-wit:

No. 1256. First Mortgage Real Estate Note. \$7500.00

Tulsa, Oklahoma, March 25, 1924.

For value received ^{or} on or before ten years from date, we promise to pay to the Fidelity Building and Loan Association, a corporation organized under the laws of the State of Oklahoma, and having its principal place of business at Shawnee, in said State, the sum of seventy five hundred and no/100 dollars, with interest at the rate of ten per centum per annum, and a premium of 2 per cent per annum, both interest and premium being payable at the principal office of the said Fidelity Building and Loan Association, on or before the 10th day of each and every month. Any failure to pay