

person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and date above set forth.

(SEAL) E. F. Dixon, Notary Public,

My commission expires July 1, 1926.

Filed for record in Tulsa County, Okla. on April 10, 1924, at 4:25 P.M. and recorded in book 448, page 499, Brady Brown, Deputy,

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

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MORTGAGE.

Know all men by these presents: That Lulu V. Kerst, a widow and a single woman, and, D. Edna Kerst, a single woman, and Conrad J. Kerst, Carl M. Kerst and Katherine M. Kerst, minors by Lulu V. Kerst, Guardian, 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 Pawhuska, 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:

Lot five (5) in Block six (6) Crosbie

Heights addition to the City of Tulsa, Tulsa County, Oklahoma,

2,000
14444
10 April 1924
S.B.

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 forty 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 mortgagee, its successors and assigns, as follows:

First, said mortgagors being the owner of 40 shares of stock of the said National Building and Loan 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 fifty six dollars and sixty six cents (\$56.66) 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 become due and payable, will pay all taxes and assessments which shall be levied upon said lands or upon, 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 on or offset against, the interest or principal or premium of said mortgage debt by reason of the payment of any