

premises are free from incumbrance, and that \_\_\_\_\_ have a good right and lawful authority to sell the same, and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

And the said grantors for themselves and their heirs, executors and assigns, hereby further promise and agree that if at any time the above described real estate be not occupied by the then owners thereof as a homestead, the rents and profits accruing from the use thereof are hereby assigned to the said Industrial Building & Loan Association to be collected by it, and all of so much as may be necessary of the money so collected may be used and applied by it in liquidation of the obligation hereby secured, the balance if any, to be turned over to the legal owners of said real estate.

The conditions of this mortgage are such, that whereas the said M. E. Maxwell & wife have assigned, transferred and set over<sup>up</sup> to the said Industrial Building & Loan Association, as a further security for the payment of the promissory note hereinafter mentioned, 28 shares of Series Stock in Class No. \_\_\_\_\_ issued by the Industrial Building & Loan Association, on which the monthly dues are fourteen & no/100 dollars, payable on the 5th day of each month and have executed and delivered to the said Industrial Building & Loan Association, \_\_\_\_\_ promissory note, calling for the sum of twenty eight hundred dollars with interest at the rate of twenty three & /30 dollars per month, both interest and dues 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 Industrial Building & Loan Association, which note is in words and figures, as follows:

\$2800.

No \_\_\_\_\_

#### FIRST MORTGAGE REAL ESTATE NOTE.

For value received, I, we or either of us, jointly or severally, promise to pay to Industrial Building & Loan Association of Tulsa, Oklahoma, now or before ten years after date the sum of twenty eight hundred dollars, with interest from date, in monthly installments of twenty three & 30/100 dollars, also monthly dues on 28 shares of Class \_\_\_\_\_ installment stock of said association in the sum of fourteen & no/100 dollars, both interest and dues being payable on the 5th day of each and every month until sufficient assets accumulate to mature said shares and pay the holder thereof one hundred dollars for each share according to the terms of the by-laws of the Association, and in case of default in the payment of interest or dues, or any part thereof, or any part thereof, at the stated times, or failure to comply with any of the conditions or agreements stated in the mortgage securing such payments, then this note shall immediately become due and payable at the option of the legal holder hereof, and shall after such default bear ten per cent per annum and if collected by suit, we agree to pay an additional ten per cent of the amount due, as attorney's fees.

Dated at Tulsa, Oklahoma, the 11th day of April, 1924,

Now, if the said M. E. Maxwell, Opal L. Maxwell, and their heirs, assigns, executors or administrators, shall well and truly pay the aforesaid note according to the tenor thereof, and all assessments, dues and fines on said stock, to the said Industrial Building & Loan Association, or its successors and keep said premises insured against fire and tornado, in the sum of \$2800.00 and pay all <sup>Taxes</sup> fines, 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 in 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