

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 Horace Anderson and Cecile Anderson, husband and wife 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, 30 shares of Installment Stock, in Class B No. 2891, issued by the said FIDELITY BUILDING AND LOAN ASSOCIATION, and have executed and delivered to the said FIDELITY BUILDING AND LOAN ASSOCIATION, promissory note calling for the sum of Three Thousand 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. 1155

FIRST MORTGAGE REAL ESTATE NOTE

\$3,000.00

Tulsa, Oklahoma, May 21, 1923

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 office and principal place of business at Shawnee, in said State, the sum of Three Thousand 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 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 interest or premium when due shall make principal, interest and premium due at once, and any waiver of the right to enforce payment of the same shall not prevent the payee from enforcing the right upon any recurrence of the default.

The shares of stock in the FIDELITY BUILDING AND LOAN ASSOCIATION held by the undersigned, as shown by Certificate of Stock No. 2891, are hereby pledged and transferred to the FIDELITY BUILDING AND LOAN ASSOCIATION as collateral security for the performance of the conditions of this obligation and the mortgage securing the same. It is expressly agreed by the makers hereof that this note is made with reference to and under the laws of the State of Oklahoma, and is to be governed by the laws of said State.

Horace Anderson

Cecile Anderson

Now if the said Horace Anderson and Cecile Anderson, husband and wife their heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid the above recited note, according to the tenor thereof, and all assessments, dues, fines and all other charges or liens upon or against said stock, to the said FIDELITY BUILDING AND LOAN ASSOCIATION, its successors or assigns, according to the By-Laws of said Association; and keep said premises insured against loss by Fire or Tornado, in such companies^{as} are acceptable to the Association; and pay all taxes, rates, charges, and assessments, and secure the release and discharge of all liens upon and against said property within ninety days after said taxes, rates, charges, assessments and liens accrue; and keep said property 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 if default shall be made in the payment of any of said sums of money, or any part thereof, or the performance of any of the conditions hereinbefore specified, then the whole indebtedness, including the amount of all dues, fines, assessments or other charge upon said stock, shall become due, and the grantee herein, its successors, or assigns, may proceed by foreclosure, or any other lawful mode, to collect the amount of said note, to-