

And ^{we} further agree, in case of default in payment of said sums of money, or any part thereof, monthly as aforesaid, to pay all fines and penalties assessed on account thereof, in accordance with the rules, regulations and By-Laws of said Association, and if, in case of default, the stock pledged and the security given to secure said monthly payments shall, upon the sale thereof, be insufficient to prepay said Association any balance which may

be due and owing on said loan. ^{we} promise and agree to fully pay and discharge same. If ^{we} shall fail for a period of six successive months to pay dues, interest or other charges required by the By-Laws or shall become indebted to the Association in a sum equal to the gross amount of dues and interest for a period of six months, then the whole of this obligation shall become due and payable and may be collected by

law. The payment of said monthly sum aggregating Ninety-four and 90/100 Dollars, each and every consecutive month hereafter until the maturity of said stock and the payment of all fines, penalties, advances, liens and other charges shall entitle all of said certificate. of

stock to redemption by said Association at the par value thereof, and the said Share S of stock evidenced by Certificate No. 4789 so taken and redeemed shall be taken by said Association in full satisfaction of this obligation and deed of trust or mortgage to secure the same. This obligation may be paid off at any time upon giving thirty days written notice to the Home Office of the Association, Tulsa, Oklahoma, in which event this note or obligation may be credited on such repayment of loan, with the withdrawal value of the stock carried with same.

No. Loan 1403

C. W. Day

Ermina B. Day

NOW THEREFORE, If said part ^{ies} the first part shall pay the several sums of money mentioned in said note or obligation, including all dues, interest and fines, when they shall be or become due and payable, as aforesaid, and shall faithfully perform all of the said agreements therein contained, then these presents, shall be void, otherwise the same shall be and remain in full force and effect, and this mortgage may be immediately foreclosed and enforced for the unpaid amount of the principal of said note, the unpaid interest and fines, and the expenditures hereinbefore named, made by the said party of second part, to pay said taxes, assessments and insurance, and to protect the title of said premises, together with the charges as provided by the

by-laws of said Association, for the non-payment of said interest, fines, expenditures, and the payment of mortgage before their maturity and

Six Hundred Fifty DOLLARS, attorney's fee for instituting suit upon this mortgage; also for foreclosing the same; all of which shall be a lien upon said premises and secured by this mortgage, and included in any degree of foreclosure rendered thereon, and all rents collected

by said party of the second part shall be applied on the payment of said debt. And the said part ^{ies} of the first part for said consideration, do hereby expressly waive an appraisal of said real estate and all the benefits of the homestead exemption and stay laws of the State of Oklahoma. In the event of legal proceedings to foreclose this mortgage, the indebtedness thereby secured shall bear interest from date of default at the rate of ten (10%) per cent per annum in lieu of further monthly installments, and the shares of stock above referred to shall be canceled and the surrender value thereof as provided in the By-Laws of said Association, as of the date of the first default, shall be applied in reduction of the sums due on this mortgage.

In the event of default on the part of the mortgagor ^S in the performance of any of the obligations of the said note or of this mortgage, the mortgagee shall be entitled to possession of the premises and to all of the rents and profits thereafter accruing from said property, and shall be entitled to collect and receive the said rents, which less the cost of collection thereof, shall be applied upon the indebtedness hereby secured.

IT IS UNDERSTOOD AND AGREED, By and between the parties hereto, that this entire contract, and each and every part thereof, is made and entered into in accordance with the By-Laws of the TULSA BUILDING AND LOAN ASSOCIATION, and the laws of the State of Oklahoma, and in construing this contract the By-Laws of said Association and the laws of the State of Oklahoma are to govern.

IN WITNESS WHEREOF, The said part ^{ies} of the first part ha ve hereunto set their hand s and seal s the day and year above written.

C. W. Day

Ermina B. Day

ACKNOWLEDGMENT

State of Oklahoma, - - Tulsa - - - County, ss.

Before me, A. B. Crews a Notary Public in and for said County and State, on this Twenty First day of February 192 4, personally appeared C. W. Day and Ermina B. Day, his wife.

to me known to be the identical person ^S who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth:

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

A. B. Crews,

Notary Public.

My commission expires January 28, 192 5. (Seal)

Filed for record in Tulsa County, Oklahoma, on the 21 day of Feb. 192 4, at 4:40 o'clock P. M., Book 469, Page 138

By Brady Brown Deputy (Seal) O. G. Weaver, County Clerk.