

474

Also six shares of stock of said Association, certificate No. 247.

This mortgage is given in consideration of six hundred and no/100 (\$600.00) dollars, the receipt of which is hereby acknowledged, and for the purpose of securing 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 six shares of stock of The Home Building and Loan Association, Sand Springs, Oklahoma, and having borrowed of said 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 twenty four and 98/100 (\$24.98) dollars, per month, on or before the 15th day of each and every month, until said stock shall mature, as provided in said by-laws, provided that said indebtedness shall be discharged by the cancellation of said stock at maturity, and will also pay all fines that may be legally assessed against them under said by-laws or under any amendments that may be made thereto, according to the terms of said by-laws or under any amendments 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 mortgagor W. C. and Adaline Harvey, mortgagee. Said note is in words and figures as follows:

FIRST MORTGAGE REAL ESTATE NOTE.

\$600/00

Sand Springs, Oklahoma, October 15th, 1923.

For value received, I, we, or either of us, jointly and severally promise to pay to The Home Building & Loan Association, Sand Springs, Oklahoma, on or before six years after date hereof the sum of six hundred and no/100 dollars, with interest from date, in monthly installments of four and 98/100 (\$4.98) dollars, also monthly dues on six shares of Class C installment stock of said Association in the sum of twenty and no/100 (\$20.00) dollars; both interest and dues being payable on the 15th day of each and every month, until sufficient assets accumulate to mature said shares and pay the holder thereof One Hundred (\$100.00) dollars for each share, in accordance with the terms of the by-laws of the said Association; and in case of default in any payment of interest or dues, or any part thereof at the said 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 interest per annum, and if collected by suit, I, we, or either of us agree to pay an additional sum equal to ten per cent of the amount due, as attorneys' fees.

W. C. Harvey
Adaline Harvey.

Second. That said mortgagors, within forty (40) days after the same becomes due and payable, will pay all taxes and assessments which shall be levied upon said lands, or upon, or on account of, or the indebtedness secured thereby, or upon the interest or estate in said lands created or represented by this mortgage, or by said indebtedness, whether levied against the said mortgagor, their legal representatives or assigns, or otherwise; and said mortgagors hereby waive any and all claim or right against said mortgage, its successors or assigns, to any payment of rebate on, or offset against, the interest or principal or premium of said mortgage debt, by reason of the payment of any of the aforesaid taxes or assessments.

Third. That the said mortgagors will also keep all buildings erected upon said lands