

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 50 and issued

No. 13500 of the Industrial Building &amp; Loan Association of Tulsa, Oklahoma.

249943 - BH

COMPARED

## REAL ESTATE MORTGAGE.

Know all men by these presents: That J. D. Biby and Ada B. Biby, husband and wife of the County of Tulsa, and State of Oklahoma, for and in consideration of the sum of five hundred and fifty and no/100 dolhrs., in hand paid by the Industrial Building & Loan Association, of Tulsa, Oklahoma, do hereby sell and convey unto the said Industrial Building & Loan Association, and its successors or assigns, the following described land and premises, situated in the County of Tulsa, and the State of Oklahoma, to-wit:

All of lots one (1) and two (2) in block forty (40)  
West Tulsa addition to the City of Tulsa, Oklahoma,  
according to the recorded plat thereof,

To have and to hold the above granted land and premises, with all the appurtenances, thereto belonging, unto the said Grantee and its successors or assigns forever.

And the said grantors for themselves, and their heirs, executors and administrators, covenant with the said grantee and its successors and assigns, that the said premises are free from encumbrances, and that they 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 or so much as may be necessary of the money so collected may be used and applied by it in liquidations 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 J. D. Biby and Ada B. Biby, have assigned, transferred and set over unto the said Industrial Building & Loan Association, as a further security for the payment of the promissory note hereinafter mentioned, 20 shares of Series Stock in class A, No.-- issued by the Industrial Building & Loan Association, on which the monthly dues are ten and 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 five hundred fifty and no/100 dollars with interest at the rate of four & 57/100 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 said note is in words and figures, as follows:

\$550.00

No.-----

## FIRST MORTGAGE REAL ESTATE NOTE.

For value received, I, we or either of us, jointly and severally, promise to pay to Industrial Building & Loan Association of Tulsa, Oklahoma, on or before ten years after date hereof the sum of five hundred and fifty and no/100 dollars, with interest from date, in monthly installments of four and 57/100 dollars, also monthly dues on 20 shares of Class A installment stock of said association in the sum of ten & 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 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