

249828 C.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$900 and issued
 Receipt No. 13490 in payment of mortgage

Executed this 26th day of Jan. 1904
 W. C. [Signature] [Signature]
 [Signature] [Signature]

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

COMPARED

That Max Feldman and Mamie Feldman, husband and wife,
 of Tulsa County, in the State of Oklahoma, parties
 of the first part have mortgaged and hereby mortgage
 to the NATIONAL BUILDING AND LOAN ASSOCIATION of
 Pawhuska, Oklahoma, a corporation duly organized

and doing business under the laws of the State of Oklahoma, party of the second part, the follow-
 ing described real estate and premises situated in Tulsa County, State of Oklahoma, to-
 wit:

Lot Five (5), in Block One (1), Horner Addition to the City of Tulsa,
 Tulsa County, Oklahoma,

with all the improvements thereon and appurtenances thereunto belonging, and warrant the
 title to the same and waive the appraisalment, and all homestead exemptions.

Also 90 shares of stock of said Association Certificate No. ----- Class "A"

This mortgage is given in consideration of NINE THOUSAND & NO/100 DOLLARS the receipt
 of which is hereby acknowledged, and for the purpose of securing the payment of the monthly
 sum, fines and other items hereinafter specified, and the performance of the covenants here-
 inafter contained.

And the said mortgagors for themselves and for their heirs, executors and administra-
 tors, hereby covenant with said mortgagee its successors and assigns, as follows:

FIRST. Said mortgagors being the owner of 90 shares of stock of the said NATIONAL
 BUILDING AND LOAN ASSOCIATION, 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 ONE HUNDRED SIXTY-FIVE dollars and NO-----cents (\$165.00) per
 month, on or before the 5th day of each and every month until said stock shall mature as
 provided in said by-laws, provided that the said indebtedness shall be discharged by the can-
 cellation of said stock at maturity, and will pay all fines that may be legally assessed
 against them under said by-laws or under any amendment 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 mortgagors to said mortgagee.

SECOND. That said mortgagors, within forty days after the same becomes due and paya-
 ble, will pay all taxes and assessments which shall be levied upon said lands, or upon, or
 on account of, this mortgage, or the indebtedness secured hereby or upon the interest or es-
 tate in said lands created or represented by this mortgage, or by said indebtedness, whether
 levied against the said mortgagors, their legal representatives or assigns, or otherwise; and
 said mortgagors hereby waive any and all claim or right against said mortgagee, its succe-
 ssors or assigns, to any payment or 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 asses-
 sments.

THIRD: That the said mortgagors will also keep all buildings erected and to be erect-
 ed upon said lands insured against loss and damage by tornado or fire with insurers approved
 by the mortgagee in the sum of \$9,000.00 dollars, as a further security of said mortgage debt
 and assign and deliver to the mortgagee all insurance upon said property.

FOURTH. If said mortgagors make default in the payment of any of the aforesaid taxes
 or assessments, or in procuring and maintaining insurance as above covenanted said mortga-
 gee, its successors or assigns may pay such taxes and effect such insurance, and the sums
 so paid shall be a further lien on said premises under this mortgage payable forthwith with