

This mortgage is given in consideration of Eight Hundred & No/100 Dollars (\$800.00) Dollars the receipt of which is hereby acknowledged and for the purposes of securing payment of the monthly sum, fines and other items hereinafter specified, and the performance of the covenants hereinafter contained,

COMPARED

And the said mortgagors for themselves and for their heirs, executors, and administrators hereby covenants with said mortgagee, its successors and assigns, as follows,

FIRST ; Said mortgagors being the owners of 8 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-Five & No/100 (\$25.00) Dollars, per months, on or before the 5th day of 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 C. C. Fanning and Vernell Fanning to said mortgagee, Said note is in words and figures as follows;

FIRST MORTGAGE REAL ESTATE NOTE;

\$800.00

Sand Springs, Oklahoma June 3rd, 1924,

481 "or 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 ten (10) years after date hereof the sum of Eight Hundred & No/100 Dollars, with interest from date, in monthly installments of Six & 64/100 (\$6.64) Dollars, also monthly dues on 8 shares of Class "C" Installment Stock of said Association, in the sum of Eighteen & 36/100 (\$18.36) Dollars; both interest and dues being payable on the 5th day of each and every month, until sufficient assets accumulated 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 attorney's fees,

C. C. Fanning

Vernell Fanning

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 mortgagors their legal representatives or assigns, or otherwise, and said mortgagors hereby waives any and all claim or right against said mortgagee, its successors 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 assessments.

THIRD; That the said mortgagors will also keep all buildings erected upon said lands insured against loss and damage by tornado and fire with insurers approved by the mortgagee in the sum of Eight Hundred (\$800.00) dollars, as a further security to 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 and assessments, or in procuring and maintaining insurance as above covenanted said mortgagee