

## 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 Twenty five hundred & no/100 DOLLARS, with interest from date, in monthly installments of Twenty One & 83/100 Dollars; also monthly dues on 25 shares of Class A installment stock of said association in the sum of Twelve & 50/100 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 such default bear ten per cent interest per annum, and if collected by suit, we agree to pay an additional ten per cent of the amount due, as attorney's fees.

Dated at Tulsa, Oklahoma, the 6 day of March, 1924

H. C. Pestor

Winnifred C. Pestor

Now, if the said H. C. Pestor and Winifred C. Pestor, and their heirs, assigns, executors, or administrators, shall well and truly pay the aforesaid note according to the tenor thereof, and all assessments, dues and fines on said stock, to the said INDUSTRIAL BUILDING & LOAN ASSOCIATION, or its successors, and keep said premises insured against Fire and Tornado, in the sum of \$2500. and pay all taxes, rates, liens, charges and assessments upon or against said property, and keep the same in good repair, as herein provided, then this mortgage shall be void; otherwise to remain in full force and virtue in law. It is further agreed, that if default shall be made in the payment of said sums of money, or any part thereof, as hereinbefore specified, or if the taxes, rates, insurance, liens, charges and dues assessed or charged on the above real estate shall remain unpaid for the space of six months after the same are due and payable, then the whole indebtedness, including the amount of all assessments, dues and fines on said stock, shall become due, and the said Grantee or its successors may proceed by foreclosure, or any other lawful mode to collect the same, and said Grantee shall be entitled to the possession of said premises and of said property. But the Board of Directors of said Association may, at their option, pay or cause to be paid, the said taxes, charges, insurance, rates, liens and assessments so due and payable, and charge them against said Grantor or assigns, and the amount so paid shall be a lien on said mortgaged premises until the same be paid, and may be included in any judgment rendered in any proceeding to foreclose this mortgage; but whether they elect to pay such taxes, insurance, charges, rates, liens and assessments, or not, it is distinctly understood that in all cases of delinquencies as above enumerated, then in like manner, the said note and the whole of said sum shall immediately become due and payable. Appraisement waived.

Witness our hands, this 6 day of March, 1924.

STATE OF OKLAHOMA, )  
County of Tulsa ) SS. Before me, ----- a Notary Public, in and for said County and State, on this 6 day of March, 1924, personally appeared H. C. Pestor and Winifred C. Pestor to me known to be the identical persons 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.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

My commission expires Jan 9, 1924

(SEAL)

R. A. Blackburn, Notary public