

The conditions of this mortgage are such that, Whereas, the said R.T. Davis and Grace E. Davis, have assigned, transferred and set over unto the said FIDELITY BUILDING AND LOAN ASSOCIATION as a further security for the payment of the promissory note hereinafter mentioned, Sixty-five shares of installment Stock in Class B No 3317, issued by the said FIDELITY BUILDING AND LOAN ASSOCIATION, and have executed and delivered to the said FIDELITY BUILDING AND LOAN ASSOCIATION, their promissory note calling for the sum of Sixty Five Hundred and no/100 Dollars with interest at the rate of 8 per cent per annum, and a premium of 2 per cent per annum, both interest and premium payable on the 10th 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 said FIDELITY BUILDING AND LOAN ASSOCIATION, which said note is in the words and figures following to-wit;

NO. 1296

FIRST MORTGAGE REAL ESTATE NOTE

\$ 6500.00

Tulsa, Oklahoma, May 6, 1924.

For value received, ..... or on or before ten years from date, we promise to pay to the FIDELITY BUILDING AND LOAN ASSOCIATION, a corporation organized under the laws of the State of Oklahoma, and having its office and principal place of business at Shawnee, in said State, the sum of Sixty Five Hundred and No/100..... Dollars with interest at the rate of 8 per cent per annum, and a premium of 2 per cent per annum, both interest and premium being payable at the principal office, of the said Fidelity Building and Loan Association on or before the 10th day of each and every month. Any failure to pay interest or premium when due shall make principal, interest and premium due at once, and any waiver of the right to enforce payment of the same shall not prevent the payee from enforcing the right upon any recurrence of the default.

The shares of stock in the FIDELITY BUILDING AND LOAN ASSOCIATION held by the undersigned as shown by Certificate of Stock No. 3317, are hereby pledged and transferred to the FIDELITY BUILDING AND LOAN ASSOCIATION as collateral security for the performance of the conditions of this obligation and the mortgage securing the same. It is expressly agreed by the makers thereof that this note is made with reference to and under the laws of the State of Oklahoma, and is to be governed by the laws of said State.

Witnesses;

R.T.Davis

Grace E.Davis

Now if the said R.T.Davis and Grace E.Davis, their heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid the above recited note, according to the tenor thereof, and all assessments, dues, fines and all other charges or liens upon or against said stock to the said FIDELITY BUILDING AND LOAN ASSOCIATION, its successors or assigns, according to the By-Laws of said Association; and keep said premises insured against loss by Fire or Tornado, in such companies as are acceptable to the Association, and pay all taxes, rates, charges and assessments, and secure the release discharge of all liens upon and against said property within ninety days after said taxes, rates, charges assessments and liens accrue; and keep said property 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 any of said sums of money, or any part thereof or the performance of any of the conditions hereinbefore specified, then the whole indebtedness, including the amount of all dues, fines, assessments or other charges upon said stock, shall become due, and the grantee herein, its successors or assigns, may proceed by foreclosure, or any other lawful mode, to collect the amount of said note..., together with all interest, premium, cost and the amount of all dues,