

taxes, charges, insurance, rates, liens, and assessments so due and payable, and charge them against said grantor or assigns, and the amount so advanced shall be a lien on said mortgaged premises and, until the same be paid, said Association shall be entitled to receive interest for all sums advanced at the rate of 10% per annum, and such sums advanced, together with interest thereon, 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 25th day of November, 1924.

O. M. Wyant

Josephine Wyant,

State of Oklahoma, County of Tulsa )SS

Before me, the undersigned, a Notary Public in and for said county and State, on this 9th, day of December, 1924 personally appeared O. M. Wyant & Josephine Wyant his wife, 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;

My Commission expires 10-6-26 (seal) B. French Notary Public,

Filed for record in Tulsa, Tulsa County, Oklahoma, December 9th, 1924 at 2:55 O'Clock P. M. and recorded in Book 489, Page 366.

By Brady Brown Deputy (seal) O. G. Weaver County Clerk;

----- TREASURER'S ENDORSEMENT -----

#273840

Hereby certify that I received \$750 and thereon  
Record No. 17729 then or in payment of mortgage  
tax on the within mortgage.

Dated this 9th day of Dec 1924

W. W. Stuckey, County Treasurer

Deputy

MORTGAGE;

KNOW ALL MEN BY THESE PRESENTS; That Joe Ferguson

and Grace Ferguson, his wife, of the County of Tulsa

and State of Oklahoma, for in considerations of the

sum of Seventy-Five Hundred Dollars, in hand paid by THE AETNA BUILDING AND LOAN ASSOCIATION OF Topeka, Kansas, do hereby sell and convey unto the said The Aetna Building and Loan Association, and its successors, the following described premises; situated in the County of Tulsa, and the State of Oklahoma, to-wit;

Lots Seven (7) and Eight (8), in Block Four (4)

in Park Dale Addition to the City of Tulsa, Tulsa

County, Oklahoma;

TO HAVE AND TO HOLD the above granted premises, with all the appurtenances thereto belonging, unto the said Grantee and its successors forever;

And the said Grantors for themselves and their heirs, executors and administrators covenant with the said Grantee and its successors, that the said premises are free from incumbrance, 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, administrators, 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 same thereof are hereby assigned to the said The Aetna Building and 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 liquidation of the above obligation, 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 Joe Ferguson and Grace Ferguson, his wife have assigned, transferred and set over unto the said The Aetna

489

95