

covenants 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 use 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 Building and Loan Association as a further security for the payment of the promissory note hereinafter mentioned, One Share of Series Stock in Class "A", No- 59743 issued by the Aetna Building and Loan Association, on which the monthly dues are 2,50 dollars. payable on the 5th day of each month and have executed and delivered to the said Aetna Building and Loan Association their promissory note, calling for the sum of Five Hundred Dollars; with interest at the rate of Four and 16/100 Dollars per month; both interest and dues payable on the fifth day of every month until sufficient assets accumulate to pay to each shareholder five hundred dollars per share for each share of stock held by him; according to the by-laws of The Aetna Building and Loan Association, which said note is in words and figures as follows;

\$ 500.00 FIRST MORTGAGE REAL ESTATE NOTE No- 59743

For value Received, we do hereby promise to pay to The Aetna Building and Loan Association, of Topeka, Kansas, on or before ten years after date Five Hundred Dollars, with interest therein from date thereof, in monthly installments of Four and 16/100 Dollars. also monthly dues on One share of stock in the sum of Two and 50/100 Dollars, both interest and dues being payable on the 5th day of each and every month until sufficient assets accumulate to pay each shareholder five hundred dollars per share for every share held by him in accordance with the by-laws of said 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 contained in the First Mortgage on Real Estate given to secure the payment thereon, 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 suit is filed thereon; we agree to pay ten per cent additional as attorney fee or costs of collection, Appraisement waived;

Dated at Tulsa, Oklahoma, the 12th, day of December, 1924;

Joe Ferguson

Grace Ferguson

Now, if the said Joe Ferguson and Grace Ferguson, his wife 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 The Aetna Building and Loan Association, or its successors, and keep said premises insured against Fire and Tornado, 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