#27463BEAAEGT DR'S ENCOMBEMENT I hereby certify that I acceived \$ 1.2 and issued Receipt No1.78.7.4 the work on payment of mortgage tax on the within moraging. Dated this 2 day of <u>Alec. 1924</u> W. W Stackby, Connty Treesardy

\$89

3553

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REAL ESTATA MORTGAGE;

KNOW ALL MEN BY THESE PRESENTS. That W. T. Byrd and Katle M. Byrd, husband and wire, of the City of Thiss\* County of Tulsa, State of Oklahoma, for in consideration of the sum of One Thoudand & No/100 Dollars in hand paid

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by SAPULPA BUILDING AND LOAN ASSOCIATION, or Sapulpa, Oklahoma, have bargained and sold, and do hereby grant, bargain, sell and convey, unto the said Sapulpa Building and Loan Association its successors and assigs, rorver, the following real estate, situate inthe Town of Carbon-City dale, County of Tulsa, in the State of Oklahoma, and described as follows,

Lots three (3) and four (4), in block fourteen (14) in the Town of Carbondale, according to the recorded

plat thereof,

TO HAVE AND TO HOLD said lands and premises; with all and singular the tenements , have ditamens and appurtenances thereunto belonging or in anywise appertaining, forever. unto the said Sapulpa Building and Loan Association, its successors and assigns forever, And the mortgagors for themselves and heirs and assigns do hereby covenant with the said Sapulpa Building and Loan Association, its successors, and assigns, that they are lawfully seized and the owners in fee simple of the premises aforesaid, and that the premises are free and clear from all incumbrances whatsoever, and that they will forever warrant and defend the same against the lawful claims of all persons whomsoever funto the Said Sapulpa Building and Loan Association, its successors and assigns,

PROVIDED, neverthless, and these presents are upon the conditions; That whereas, the said W. T. Byrd and K<sub>g</sub>tie M. Byrd have entered into a contract in writing with said Association. of which the following is a copy, to-wit; \$ 1000,00 Sapulpa, Okla., December 1. 1924.

Sapulpa, Okla., December 1. 1924.

Received as a loan from Sapulpa Building and Loan Association, of Sapulpa, Oklahoma, One Thousand & No/100 Dollars which sum I agree to repay, with 10 per cent interest per annum thereon payable monthly as follows;

I hereby subscribed for ten shares of stock of said Association of One Hundred Dollars each. Certificate of Stock No-869 and I agree to pay to said Association, monthly, not less M that Fourteen & 30/100 Dollars which sum is to be applied as follows;

FIRST; To the payment of any fines, insurance, taxes, or other assessments made against me in accordance with the By-Laws of the Assocciation.

SECOND: To the payment of the interest due on said loan.

THIRD; The balance of said amount to be applied toward the payment of any said stock subscription, Said monthly payments shall be contined until said stock isefully paid up by the payments applied thereto as above stated and the dividends declared thereon.

I also hereby assign the stock aforesaid to said Association as collaterial security for said loan and I authorize it. when said stock in fully paid up, or should I fail for six months to make the payments above stated, at its option, to withdraw said stock in accordence with the By-Laws of said Assocation, or any or all of the money paid thereon, and apply the amount withdrawn to the payment of saidloan, or the interest thereon. or any part of the assessments above stated,

Should any part of said loan or the interest thereon or any of said assessments remain unpaid after the withdrawal value of said stock in so applied, they shall become due and payable at the option of said Association,

All unpaid insyallments shall bear interest at the rate of ten per cent per annum from the time same are due and unpaid.

After six monthly installments become due and unpaid, then the whole amount or principal, interest and premium shall become due and payable, at the option of the Association