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26 Aug 4
further promise and agree that if at any time the above described real estate ~~is~~ 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 Industrial Building & 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 obligation hereby secured, 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 Ida M. Baker and Jesse M. Baker have assigned, transferred and set over unto the said Industrial Building & Loan Association, as a further security for the payment of the promissory note hereinafter mentioned 20 shares of Series Stock in Class No. --- issued by the Industrial Building & Loan Association, on which the monthly dues are ten and no/100 dollars, payable on the 5th day of each month and have executed and delivered to the said Industrial Building & Loan Association, promissory note, calling for the sum of one thousand & no/100 dollars, with interest at the rate of eight & 33/100 dollars per month; both interest and dues payable on the fifth day of every month until sufficient assets accumulate to pay such shareholder one hundred dollars per share for each share of stock held by him, according to the by-laws of the Industrial Building & Loan Association, which said note is in words and figures as follows:

\$1000.00

No.---

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 one thousand dollars, with interest from date, in monthly installments of eight & 33/100 dollars; also monthly dues on 20 shares of Class installment stock of said association in the sum of ten & no/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 26 day of August, 1924.

Ida M. Baker,
Jesse M. Baker.

Now, if the said Ida M. Baker, and Jesse M. Baker, 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 \$1000.00, 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.