

and State on this 3rd day of September, 1924, personally appeared J. M. Owen, to me known to be the identical person who signed the name of the maker thereof, to the within and foregoing instrument as its president and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the use and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

(SEAL) Kathryn L. Hancock, Notary Public.

My commission expires May 10, 1928.

Filed for record in Tulsa County, Okla. on Sept. 4, 1924, at 4:15 P.M. and recorded in book 491, page 470, Brady Brown, Deputy,

(SEAL) O. G. Weaver, County Clerk.

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# REAL ESTATE MORTGAGE.

Know all men by these presents: That I, Karchmer and Bessie Karchmer, husband and wife, of Tulsa, County, State of Oklahoma, mortgagors, whether one or more, for and in consideration of the sum of four thousand (\$4000.00) dollars, the receipt of which is hereby acknowledged, does hereby mortgage to the State Savings and Loan Association, of Nowata, Oklahoma, a corporation duly organized and doing business under the laws of the State of Oklahoma, mortgagee, the following described real estate and premises, situated in the City of town of Tulsa, County of Tulsa, State of Oklahoma, to-wit:

Lot four (4) block six (6) Elm Park addition to Tulsa, Oklahoma, according to the recorded plat thereof,

with all the improvements and appurtenances thereto belonging, and all improvements hereafter placed thereon. The mortgagor expressly warrants the title to the above real estate and waives all right of the homestead exemption and stay laws of the State of Oklahoma.

As further security, the mortgagor hereby assigns, transfers and sets over to the mortgagee as collateral security for said loan, the rents and profits realized and to be realized, during the term this loan is in force, and during any foreclosure proceedings which may be instituted. The mortgagor further agrees that the mortgagee shall have the right to appoint an agent for the purpose of collecting the rents from said property, and the agent so appointed shall be entitled to a reasonable compensation from the rents collected for his services; and the said agent so designated by the mortgagee shall be the agent of the mortgagor for the purpose of collecting such rents. The mortgagee shall not be liable for any uncollected rents or for its failure to exercise its option in regard to the collection of the same.

But if the mortgagor shall pay, or cause to be paid, the regular monthly installments of interest and stock dues, as provided by this mortgage, shall pay all taxes, assessments insurance premiums, and any other lien that may be due or become due during the term of this mortgage, then the above provision shall be null and void; otherwise, to remain in full force and effect.

This mortgage is given to secure the payment of the principal sum, as hereinbefore stated, and the said mortgagors for themselves and their heirs, executors and administrators, have executed a certain promissory note of even date herewith, expressly agreeing to pay the sum of sixty five and 20/100 (\$65.20) dollars on or before the 10th day of each and every month thereafter until certificate No. 2259 for forty shares of installment class stock of said association shall mature, as per the terms and conditions thereof, and as provided by the bylaws, the other terms of which note are substantially as follows: