as its President, and soknowledged to me that he executed the same as his free and voluntary ect and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires February 7, 1928 (SEAL) Elizabeth B. Windsor, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, Jul 10, 1924 at 4:05 o'clock P. M. in Book 492, page 147

By Brady Brown, Deputy

262555 0.J.

148

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

KNOW ALL MEN BY THESE PRESENTS:

)

()

4000

()

()

٢

 \bigcirc

 \bigcirc

TREASUMER'S ENGINEERINT The, to centify for a resolved S/00, end to not the state of S/22, the star a respect of monoter of the state of the state of the state of the state ter of the state of the state of the state of the state ter of the state of the state

Thet_J. G. Schmoll and Maude E. Schmoll, husband = and wife, of Tulsa County, in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to the NATIONAL BUILDING AND LOAN ASSOCIATION

of Pawhuska, Oklahoma a corporation duly organized and doing business under the laws of the State of Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Forty-five (45) and forty-six (46), in Block Five (5),

Rosement Heights Addition to the City of Tulsa, Tulsa County,

Oklahoma.

with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same and waive the appraisement, and all homestead exemptions.

Also 10 shares of stock of said Association Certificate No. ---- Class "A"

This mortgage is given in consideration of One Thousand DOLLARS the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the monthly sum, fines and other items hereinafter specified, and the performance of the covenants hereinafter contained.

And the seid mortgagors for themselves and for their heirs , executors and administrators, hereby covenant with said mortgages its successors and assigns, as follows:

FIRST Said mortgagors being the owner of 10 shares of stock of the said NATIONAL BUILDING AND LOAN ASSOCIATION, and having borrowed of said association, in pursuance of its by-laws, the money secured by this mortgage, will do all things which the by-laws of said association require shareholders and borrowers to do and will pay to said association on said stock and loan the sum of Eighteen dollars and Thirty-three cents (\$18.33) per month, on or before the 5th day of each and every month, until said stock shall mature as provided in said by-laws, provided that the seid indebtedness shall be discharged by the cancellation of said stock at maturity, and will pay all fines that may be legally assessed against them under said bylaws or under any amendment that may be made thereto, according to the terms of said by-laws, and a certain non-negotiable note bearing even date herewith executed by said mortgagors to said mortgagee.

SECOND. That said mortgagors, within forty days after the same becomes due and payable, will pay all taxes and assessments which shall be levied upon said lands, or upon, or on account of, this mortgage, or the indebtedness secured hereby or upon the interest or estate in said lands created or represented by this mortgage, or by said indebtedness, whether levied against the said mortgagors, their legal representatives or assigns, or otherwise; and said mortgagors hereby waive any and all claim or right against said mortgages, its successors or assigns, to any payment or rebate on or offset against, the interest or principal or premium of said mortgage debt, by reason of the payment of any of the aforesaid taxes or assessments.