

said Grantors for themselves and their heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that the said premises are free from encumbrance, and that they have good right and lawful authority to sell the same, and that----- will Warrant and Defend the same against the lawful claims of all persons whomsoever.

COMPALED The conditions of this Mortgage are such, that, Whereas, the said L. R. Smittle and Mary Smittle, his wife have assigned, transferred and set over unto the said THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, as a further security for the payment of the promissory note hereinafter mentioned, 20 shares of Installment Stock, in Class B. No. 16988, issued by THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, and have executed and delivered to THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, one promissory note bearing even date herewith, being No. 3740 for the sum of Two Thousand and 00/100 Dollars.

Now if the said L. R. Smittle and Mary Smittle, his wife, their heirs, assigns, executors, or administrators shall well and truly pay or cause to be paid, the aforesaid note, according to the tenor thereof, and all assessments, dues and fines on said Stock, to the said THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, its successors or assigns, according to the By-Laws of said Association, and keep said premises insured against loss by fire and Tornado, and pay all taxes, 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, insurance, liens, charges and dues or any of them assessed or charged on the above real estate shall remain unpaid after the same are due and payable, then the whole indebtedness, at the option of the holder, including the amount of all assessments, dues and fines on said stock, shall become immediately due, and the said Grantee, its successors or assigns, may proceed by foreclosure, or any other lawful mode, to make the amount of said note, together with all interest, and costs, including the attorney's fee, and the amount of all assessments, dues and fines on said Stock, and all taxes, insurance, liens, charges and assessments accrued on said real estate, and of the amounts assessed against the said Stock; and the said Grantee shall be entitled to the possession of said premises and of said rents and every part thereof. And it is further agreed, that if foreclosure proceedings be instituted, an Attorney's fee of ten per cent additional shall be allowed; the said fee in any case to be at least Twenty-five Dollars and taxed as costs in said case. But the Board of Directors of said Association may, at their option, pay or cause to be paid, the said taxes, charges, insurance, liens and assessments so due and payable, and charge them against said Grantors or assigns, and the amount so paid shall be a lien on said mortgaged premises, augmenting the amount due hereunder, and shall bear interest at the same rate specified herein, and may be included in any judgment rendered in any proceeding to foreclose this mortgage; but whether they elect to pay such taxes, insurance, rates, liens and assessments or not, it is distinctly understood that in all cases of delinquencies as above enumerated, then in like manner the said note and the whole of said sum shall at the option of the holder immediately become due and payable.

Witness our hands, this 19th day of July, A. D., 1924.

L. R. Smittle

Mary Smittle

STATE OF OKLAHOMA,)
County of Tulsa) ss.

Before me the undersigned a Notary Public in and for said County and State, on this 21st day of July 1924 personally appeared L. R. Smittle and Mary Smittle, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed