

warrant and defend the same against the lawful claims of all persons whomsoever.

And the said Grantors for themselves and their heirs, executors, administrators and assigns, hereby further promise and agree that if at any time the above described real estate be 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 The Aetna Building and 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 above obligation, 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 Josephine Seiber, single, has assigned, transferred and set over unto the said The Aetna Building and Loan Association, as a further security for the payment of the promissory note hereinafter mentioned, six shares of Series Stock in Class "A" No. 59597 issued by The Aetna Building and Loan Association, on which the monthly dues are \$15.00, dollars, payable on the 5th day of each month and has executed and delivered to the said The Aetna Building and Loan Association, her promissory note, calling for the sum of three hundred dollars, with interest at the rate of twenty five dollars per month; both interest and dues payable on the fifth day of every month until sufficient assets accumulate to pay to each shareholder five hundred dollars per share for each share of stock held by him, according to the by-laws of The Aetna Building and Loan Association, which said note is in words and figures as follows:

\$3000.00

FIRST MORTGAGE REAL ESTATE NOTE.

No. 59597.

For value received, I do hereby promise to pay to The Aetna Building and Loan Association, of Topeka, Kansas, on or before ten years after date, three thousand dollars with interest thereon from date thereof, in monthly installments of \$25.00 dollars, also monthly dues on six shares of stock in the sum of fifteen dollars, both interest and dues being payable on the 5th day of each and every month until sufficient assets accumulate to pay each shareholder five hundred dollars per share for every share held by him in accordance with the by-laws of said 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, contained in the First Mortgage on Real Estate given to secure the payment thereof, 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 suit is filed thereon, we agree to pay ten per cent additional as attorney fee or costs of collection. Appraisement waived.

Dated at Tulsa, Oklahoma, the 2nd day of December, 1924.

Josephine Seiber.

Now, if the said Josephine Seiber, single, her 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 The Aetna Building and Loan Association, or its successors, and keep said premises insured against Fire and Tornado, 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 by 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, and said Grantee shall be

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