

Filed for record in Tulsa Co. Okla. on Dec. 4, 1924, at 4:25 P.M. recorded in book 497,
page 562, Brady Brown, Deputy.

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

273475 - BH

MORTGAGE.

TREASURY RECEIPT
I hereby certify that I have received \$1.00 and issued
Receipt No. 17643 for the payment of mortgage
tax on the within mortgage.

Dated this 4 day of Dec 1924
W. W. Stuckey, County Treasurer.

Know all men by these presents: That Max Feldman and Mamie Feldman (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 Osage County, State of Oklahoma, to-wit:

Lot five (5) in block one (1) Horner addition to
Tulsa, Okla.,

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same and waive appraisal, 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 herein-after contained.

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

First. Said mortgagors being the owners 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 said 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 by-laws 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, or their legal representatives or assigns, or otherwise; and said mortgagors hereby waive any and all claim or right against said mortgagee, 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.

Third: That the said mortgagors will also keep all buildings erected and to be erected upon said lands insured against loss and damage by tornado or fire with insurers approved by the mortgagee in the sum of one thousand dollars, as a further security of said mortgage debt, and assign and deliver to the mortgagee all insurance upon said property.

Fourth: If said mortgagors make default in the payment of any aforesaid taxes or assess-

COMPARED BY
PS. J. M.

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