

274109 - BE

REAL ESTATE MORTGAGE.

Know all men by these presents: That R. J. Moore, and Josephine Moore, his wife, of the City of Tulsa, County of Tulsa, State of Oklahoma, for and in consideration of the sum of four thousand and no/100 dollars, in hand paid by Sapulpa Building and Loan Association, of Sapulpa, Oklahoma, have bargained and sold, and do hereby grant, bargain, sell and convey unto the said Sapulpa Building and Loan Association, its successors and assigns forever, the following real estate situate in the City of Tulsa, County of Tulsa, in the State of Oklahoma, and described as follows: Lot six (6) in block one (1) in Pilcher Summit Addition to the City of Tulsa, according to the recorded plat thereof.

To have and to hold said lands and premises, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, unto the said Sapulpa Building and Loan Association, its successors and assigns forever. And the mortgagors for themselves, and heirs and assigns, do hereby covenant with the said Sapulpa Building and Loan Association, its successors and assigns, that they are lawfully seized and the owners in fee simple of the premises aforesaid, and that the premises are free and clear from all incumbrances whatsoever, and that they will forever warrant and defend the same against the lawful claims of all persons whomsoever unto the said Sapulpa Building and Loan Association, its successors and assigns.

Provided, nevertheless, and these presents are upon this condition: That whereas, the said R. J. Moore, and Josephine Moore have entered into a contract in writing with said Association, of which the following is a copy, to-wit:

\$4000.00

Sapulpa, Okla. December 1, 1924.

Received as a loan from Sapulpa Building and Loan Association, of Sapulpa, Oklahoma, four thousand & no/100 dollars, which sum I agree to repay, with 10 per cent interest per annum ^{thereon} payable monthly, as follows:

I hereby subscribe forty shares of stock of said Association of one hundred dollars each, Certificate of Stock No. 867, and I agree to pay to said Association, monthly, not less than fifty seven & 30/100 dollars, which sum is to be applied as follows:

First: To the payment of any fines, insurance, taxes, or other assessments made against me in accordance with the By-Laws of the Association.

Second: To the payment of the interest due on said loan.

Third: The balance of said amount to be applied toward the payment of my said stock subscription. Said monthly payments shall be continued until said stock is fully paid up by the payments applied thereto as above stated and the dividends declared thereon.

I also hereby assign the stock aforesaid to said Association as collateral security for said loan and I authorize it, when said stock is fully paid up, or should I fail for six months to make the payments above stated, at its option, to withdraw said stock in accordance with the By-Laws of said Association, or any or all of the money paid thereon, and apply the amount withdrawn to the payment of said loan, or the interest thereon, or any part of the assessments above stated.

Should any part of said loan or the interest thereon or any of said assessments remain unpaid after the withdrawal value of ^{said} stock is so applied, they shall become due and payable, at the option of said Association.

All unpaid installments shall bear interest at the rate of ten per cent per annum from the time same are due and unpaid.

After six monthly installments become due and unpaid, then the whole amount of principal, interest and premium shall become due and payable, at the option of the Association, and the