

272249 C.J.

MORTGAGE

498

TREASURER'S ENDORSEMENT

I hereby certify that I received \$3,000 and issued Receipt No. 1395 for the payment of mortgage on the within mortgage.

Dated this 18 day of Nov 1924

W. W. Suckey, County Treasurer

Deputy

Aetna Building and Loan Association, and its successors, the following described premises, situated in the County of Tulsa and the State of Oklahoma, to-wit:

Lots Forty-one (41), Forty-two (42) and Forty-three (43), in Block Thirty-five (35), in West Tulsa Addition to the city of Tulsa, Tulsa County, Oklahoma.

TO HAVE AND TO HOLD the above granted premises, with all the appurtenances thereto belonging, unto the said Grantee and its successors, forever.

And the said Grantors, for themselves and their heirs, executors and administrators, covenant with the said Grantee and its successors, that the said premises are free from incumbrance, and that they have a good right and lawful authority to sell the same, and that they will 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 Sarah H. Miller and S. S. Miller, her husband, have 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 ^{Series} Stock in Class "A," No. 59400 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 have executed and delivered to the said The Aetna Building and Loan Association their promissory note, calling for the sum of Three Thousand 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. 59400

FOR VALUE RECEIVED, we 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 thereon, 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

COMPAED BY

E. G. and J. H.