

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 incumbrances, 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.

The conditions of this Mortgage are such that whereas the said Ora L. and W.C. Frost 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, four Shares of Series Stock in Class "A", No. 45802, issued by The Aetna Building and Loan Association, on which the monthly dues are ten 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 Two Thousand Dollars, with interest at the rate of Sixteen & 67/100 Dollars per month; both interest and dues payable on the fifth day of every month until sufficient assets accumulate to pay 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:

\$2,000.00

FIRST MORTGAGE REAL ESTATE NOTE

No 45802

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, Two Thousand Dollars, with interest thereon from date thereof, in monthly installments of \$16.67 Dollars, also monthly dues on four shares of stock in the sum of Ten 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 collected by a suit, an attorney's fee of twenty-five Dollars may be taxed as costs in said case.

Dated ^{at} Tulsa, Oklahoma, the 15th day of January 1910.

Ora L. Frost

W.C. Frost

Now, if the said Ora L. Frost and W.C. Frost, their 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 succe-