

successors, the following described premises, situated in the county of Tulsa, and state of Oklahoma, to-wit:

Lots one (1) Two (2) and three (3) in Block eight (8) in Hackathorn Addition to the city of Tulsa, 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.

The conditions of this mortgage are such, that 'hereas the said L and Geneva J. Gintz 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, two shares of scrips Stock in Class "A", No. 45797, issued by The Aetna Building and Loan Association on which the monthly dues are five 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 Eight Hundred Dollars, with interest at the rate of six & 67/100 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:

\$800.00

FIRST MORTGAGE REAL ESTATE NOTE

No. 45797

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, Eighty Hundred Dollars, with interest thereon from date thereof, in monthly installments of Six & 67/100 dollars, also monthly dues on two shares of stock in the sum of five 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.

L. Gintz

Geneva J. Gintz.

Now, if the said L. and Geneva J. Gintz, 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 successors, and keep said premises insured against fire and tornado, and pay all taxes, rates, liens, charges and