

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 whereas the said Ross W. and Emeline Louise Owens, his wife, 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. 40090 and 48723, issued by The Aetna Building and Loan Association, on which the monthly dues are \$10.00 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 One Thousand Five Hundred Dollars, with interest at the rate of Twelve and 50/100 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: \$1500.00

FIRST MORTGAGE REAL ESTATE NOTE NO 40090 and 48723.

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, One Thousand Five Hundred Dollars, with interest thereon from date hereof, in monthly installments of Twelve & 50/100 Dollars, also monthly dues on Four shares of stock in the sum of Ten and no/100 dollars, both interest and dues payable on the 5th day of each and every month until sufficient assets accumulate to pay to 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 fee of twenty five dollars may be taxed as costs in said case.

Dated at Tulsa, Oklahoma, the 27th day of August, 1910.

Ross W. Owens
Emeline Louise Owens

Now if the said Ross W. Owens and Emeline Louise Owens, his wife, 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 assessments upon or against said property, and keep the same in good repair, as herein provided, then this mortgage shall be void; otherwise to remain in full force and virtue in law. It is further agreed that if default shall be made in the payment of said sums of money, or any part thereof, as hereinbefore specified, or if the taxes rates, insurance, liens, charges, and dues assessed or charged on the above real estate shall remain unpaid for the space of six months after the same are due and payable, then the whole indebtedness, including the amount of all assessments, dues and fines on said stock, shall become due, and the said Grantee or its successors may proceed by foreclosure or any other lawful mode, to make the amount of said note, together with all interest, costs, and the amount of all assessments, dues and fines on said stock, and all taxes, rates, insurance, liens, charges and assessments accrued on said real estate, and of the aforesaid real estate and the said stock, and said grantee shall be entitled to the pos-