

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

Lot Twelve (12) of Block Eight (8) in Oakdale Suburb Tulsa, Okla.

To have and to hold the above granted, premises, with all the appurtenances thereto belonging unto the said grant<sup>or</sup> 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 <sup>whom</sup> ~~who~~soever.

The conditions of this Mortgage are such, that whereas the said Lycurgus and Clara Bumgarner, 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 one Share of Series Stock in Class "A" No. 37660, issued by the Aetna Building and Loan Association, on which the monthly dues are \$2.50 payable on the 5th day of each month and have executed and delivered to the said The Aetna Building and Loan Association their certain promissory note <sup>a</sup> calling for the sum of Four Hundred Dollars, with interest at the rate of Three & 33/100 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 <sup>said</sup> note is in words and figures as follows:

\$400.00

First Mortgage Real Estate Note

No. 37660

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, Four Hundred Dollars with interest thereon from date thereof, in monthly installments of Three & 33/100 dollars, also monthly dues on one share of stock in the sum of Two & 50/100 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 default bear ten per cent interest per annum, and if collected by a suit, an attorneys fee of twenty five dollars may be taxed as costs in said case.

Dated at Tulsa, Oklahoma, the 1st day of July 1910.

Lycurgus Bumgarner

Clara Bumgarner

Now, if the said Lycurgus and Clara Bumgarner, 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 of 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 un-