

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:

First Mortgage Real Estate Note.

\$1500.00

No. 50538

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, fifteen hundred dollars with interest thereon, from date thereof, in monthly installments of twelve & 50/100, dollars, also monthly dues on three shares of stock in the sum of seven and 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 such default bear ten per cent interest per annum, and if collected by a suit an attorney-fee of twenty-five dollars may be taxes as costs in said case.

Dated at Broken Arrow, Oklahoma, the 3rd day of February, 1911.

J. H. Esslinger

Dora Esslinger

Now, if the said J. H. and Dora Esslinger, 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 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 possession of said premises and of said property.

But the board of directors of said association may, at their option, pay or cause to be paid the said taxes, insurance, rates, liens and assessments so due and payable and charge them against said grantor or assigns, and the amount so paid shall be a lien on said mortgaged premises until the same be paid, and may be included in any judgment rendered in any proceeding to foreclose this mortgage; but whether they elect to pay such taxes, insurance, charges, rates, liens and assessments, or not it is distinctly understood that in all cases of delinquencies as above enumerated, then, in like manner, the said note and the whole of said sum shall immediately become due and payable.

Witness our hands, this 3rd day of February, 1911.