

5034  
MORTGAGE

**KNOW ALL MEN BY THESE PRESENTS,** That J.D. Weaver and Clara B. Weaver his wife of the Western  
District of Indian Territory, for and in consideration of the sum of Twelve Hundred DOLLARS,  
in hand paid by THE AETNA BUILDING AND LOAN ASSOCIATION, of Topeka, Kansas, do hereby sell and convey unto the said The Aetna Building  
and Loan Association and its successors, the following described premises, situated in the Western District of Indian Territory, to-wit:  
Lot Nine (N) of Block Two (2) in Stoneburg addition to the town of  
Tulsa, J.S.

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 Grantor & for themselves and their heirs, executors and administrators, covenant with the said Grantee and its suc-  
cessors, 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, Whereas, the said J. D. and Clara B. Weaver  
have assigned, transferred and set over unto the said The Aetna Building and Loan Asso-  
ciation, as a further security for the payment of the promissory note hereinafter mentioned, Three Share of Series Stock in Class A, No. 36977  
issued by the Aetna Building and Loan Association, and have executed and delivered to the said The Aetna Building and Loan Association  
their promissory note, calling for the sum of Twelve Hundred Dollars, with interest at the rate of six per cent per annum,  
and a monthly premium of Six Dollars; both interest and premium payable on the fifth day of every month until sufficient assets ac-  
cumulate 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.

\$ 1200.00 No. 36977  
FOR VALUE RECEIVED, we do hereby promise to pay to THE AETNA AND LOAN ASSOCIATION, of Topeka, Kansas, on or before Ten years after  
date, Twelve Hundred DOLLARS, with interest thereon from date thereof, at the rate of six  
(6) per cent per annum in monthly installments of Six Dollars also a monthly premium of Six Dollars, both in-  
terest and premium being payable on the 5th day of each and every month until sufficient assets accumulate to pay each shareholder five hundred dollars  
per share held by him, in accordance with the by-laws of said Association, and in case of default in the payment of interest, premium, or any part there-  
of, 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.

Dated at Topeka Kansas, the 19th day of June 1907  
J.D. Weaver  
Clara B. Weaver

Now, if the said J.D. and Clara B. Weaver their heirs, assigns, executors, or admin-  
istrators, shall well and truly pay the aforesaid note according to the tenor thereof, and all assessments, due 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 assess-  
ments 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 speci-  
fied 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 sixty days 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, pre-  
mium, 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, charges, 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 charg-  
es, 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 19th day of June 1907  
John D. Weaver  
Clara B. Weaver

State of Kansas, Illinois Scott County SS:

BE IT REMEMBERED, That on this 25th day of June A. D., 1907 personally appeared before  
the undersigned, a Notary Public in and for said county, John D. Weaver and Clara B. Weaver,  
his wife

who are personally known to me to be the identical persons whose names are subscribed to the foregoing deed as grantor, acknowledged  
the same to be their voluntary act and deed, and that they executed the same for the purposes therein mentioned.

[SEAL]  
Scott County, Ill.

WITNESS my hand and Notarial Seal, the day and year last above written.

Sylvester Allen  
Notary Public.

My commission expires Dec. 25th 1909

Filed for Record June 28 1907 at 3 o'clock P.M.

Otis Lorton  
Deputy U. S. Clerk and Ex-Officio Recorder.