

5353
MORTGAGE

545

KNOW ALL MEN BY THESE PRESENTS, That Warfield Phillips and Minnie A. Phillips
District of Indian Territory, for and in consideration of the sum of Two Thousand 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:
The West One Hundred (100) feet of Lot seven (7) and the north half of
Lot six (6) of Block Twenty Seven (27) in Tulsa 9. 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 Grantors 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 Warfield and
Minnie A. Phillips ha VE 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, Four Share of Series Stock in Class A, No. 36978
issued by the Aetna Building and Loan Association, and ha VE executed and delivered to the said The Aetna Building and Loan Association
their promissory note, calling for the sum of Two Thousand Dollars, with interest at the rate of six per cent per annum,
and a monthly premium of Ten 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.

\$2000.00 No. 36978
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, Two Thousand DOLLARS, with interest thereon from date thereof, at the rate of six
(6) per cent per annum in monthly installments of Ten Dollars also a monthly premium of Ten 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 22nd day of June 1907
Warfield Phillips
Minnie A. Phillips

Now, if the said Warfield and Minnie A. Phillips 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 22nd day of June 1907

Warfield Phillips
Minnie A. Phillips

Indian Territory Western District
State of Kansas, County SS

BE IT REMEMBERED, That on this 16th day of July A. D., 1907 personally appeared before
the undersigned, a Notary Public in and for said county, Warfield and Minnie A. Phillips

who personally known to me to be the identical person whose name subscribed to the foregoing deed as grantor, acknowledged
the same to be voluntary act and deed, and that executed the same for the purposes therein mentioned.

[SEAL]

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

Notary Public.

My commission expires

Filed for Record July 16 1907 at 12 o'clock M.

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

Indian Territory Western District SS.

On this 16th day of July 1907, before me, a Notary Public within and for the said Territory and District, duly commissioned and acting as such,
personally appeared Warfield Phillips to me well known to be the person whose name appears to and upon the within and foregoing instrument
as party grantor and stated that he had voluntarily executed the same for the consideration and purposes therein contained and set forth, and on the same
day also voluntarily appeared before me the said Minnie A. Phillips wife of the said Warfield Phillips and to me well known, and in the absence of her
husband declared that she had of her own free will executed said instrument and signed and sealed her relinquishment of dower and homestead in the foregoing
deed for the consideration and purposes therein contained and set forth, without compulsion or undue influence of any said husband,
and to the best of my belief and belief of the said Notary Public in and for said Territory and District, the day and date last above written.

Nov. 24, 1907
(not affixed)