

COMPARED

## MORTGAGE

of the County of

**KNOW ALL MEN BY THESE PRESENTS,** That

District of Indian Territory, for and in consideration of the sum of

Ella J. Davis and ER Davis her husband

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 County of Tulsa and State of Oklahoma, to wit:

Lot One (1) in Block Eleven (11) in Highland Addition to the City of Tulsa

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 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 whomsoever.

THE CONDITIONS OF THIS MORTGAGE ARE SUCH, That, Whereas, the said Ella J. and ER Davis

has 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. 41817

issued by the Aetna Building and Loan Association, and has executed and delivered to the said The Aetna Building and Loan Association this promissory note calling for the sum of Two hundred Dollars, with interest at the rate of six per cent per annum, and a monthly premium of 67 Cents; both interest and premium 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.

\$ 200.00

No. 41817

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 hundred DOLLARS, with interest thereon from date thereof, at the rate of six (6) per cent per annum in monthly installments of One Dollar, also a monthly premium of 67 Cents Dollars, both interest and premium being payable on the fifth 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 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, any attorney fee of twenty dollars may be taxed as costs in said case.

Dated at Tulsa, Oklahoma, the 25th day of August, 1908

Ella J. Davis  
ER Davis

Now, if the said Ella J. Davis and ER Davis, their heirs, assigns, executors, or administrators, 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 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 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, premium, 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 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 25th day of August, 1908

Ella J. Davis  
ER Davis

State of Kansas, Oklahoma County, SS.

BE IT REMEMBERED, That on this 29th day of August, A. D. 1908, personally appeared before the undersigned, a Notary Public in and for said county, Ella J. Davis and ER Davis

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

[SEAL]

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

R. B. Berger

Notary Public.

My commission expires March 11-1912

Filed for Record Aug 31 1908 at 9 o'clock A. M.

H. C. WALKLEY  
Deputy U. S. Clerk and Officer Recorder.  
seal Register of Deeds