

## MORTGAGE

## KNOW ALL MEN BY THESE PRESENTS,

That Myrtle J. Moody and John R. Moody, her husband, of the County of Tulsa and State of Oklahoma, District of Indian Territory, for and in consideration of the sum of Two Hundred Fifty 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, District of Indian Territory, to-wit:

Lot five (5) in Block three (3) in the Brady Heights addition to the City of Tulsa, Oklahoma.

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 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 Myrtle J. and John R. Moody 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. 42141 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 Two Hundred Fifty Dollars, with interest at the rate of six per cent per annum, and a monthly premium of 24 cents Dollars; 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.

\$ 250.00

No. 42141

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 fifty DOLLARS, with interest thereon from date thereof, at the rate of six (6) per cent per annum in monthly installments of One x 25 Cts Dollars also a monthly premium of 24 cents Dollars, both interest 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 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 taxed as costs in said suit.

Dated at Tulsa, Oklahoma, Kansas, the 15th day of September, 1908

Myrtle J. Moody  
John R. Moody

Now, if the said Myrtle J. and John R. Moody 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 15th day of September, 1908

Myrtle J. Moody  
John R. Moody

State of Oklahoma, County of Tulsa

BE IT REMEMBERED, That on this 24 day of September, A. D., 1908 personally appeared before the undersigned, a Notary Public in and for said county

Myrtle J. Moody and John R. Moody who are personally known to me to be the identical persons whose name 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.

John R. Moody  
Notary Public.

My commission expires Nov 29 1911

Filed for Record Oct 26, 1908 at 9:30 o'clock a. M.

(Seal)

H. B. Walkley, Rep. of Moody  
Deputy U. S. Clerk and Ex-Officio Recorder