

MORTGAGE

DEED
F.L.
C.L.
C.D.
C.L.

KNOW ALL MEN BY THESE PRESENTS, That James B. Charr and Susan I. Charr, his wife, of the County of Cherokee and State of Oklahoma, District of Indian Territory, for and in consideration of the sum of Five 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 County of Cherokee, District of Indian Territory, to-wit:

The north nine (9) feet of Lot eleven (11) and the south eleven (11) feet and four and one half (4 1/2) inches of Lot ten (10) in block eleven (11), in the original town of Dawson

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 James B. and Susan I. Charr 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, Two Shares of Series Stock in Class A, No. 42461 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 Five Hundred Dollars, with interest at the rate of six per cent per annum, and a monthly premium of One + 67/100 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.

\$500.00 No. 42461
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, Five Hundred DOLLARS, with interest thereon from date thereof, at the rate of six (6) per cent per annum in monthly installments of Two + 67/100 Dollars also a monthly premium of One + 67/100 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 is collected by a suit, an attorney fee of twenty five dollars may be added as costs in said case.
Dated at Dawson, Oklahoma, the 28th day of October, 1908.

James B. Charr
Susan I. Charr

Now, if the said James B. and Susan I. Charr, 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. and it is further agreed that if foreclosure proceedings are instituted, an attorney fee of twenty five dollars
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 28th day of October, 1908

James B. Charr
Susan I. Charr

State of Kansas, Oklahoma Cherokee County, SS:

BE IT REMEMBERED, That on this 30th day of October, A. D., 1908, personally appeared before the undersigned, a Notary Public in and for said county, James B. Charr and Susan I. Charr, his wife

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.

James H. McCoy
Notary Public.

My commission expires November 21, 1911.

Filed for Record Nov. 2, 1908 at 9 o'clock A. M.

(seal)

H. C. Walkey
Deputy U. S. Clerk and Ex-Officio Recorder.

This document may be filed as evidence in said case.