

MORTGAGE

177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200

KNOW ALL MEN BY THESE PRESENTS, That Louis J. Sizer and Fern Hutchinson Sizer his wife of the county of Tulsa and State of Oklahoma District of Indian Territory for and in consideration of the sum of Three 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 Tulsa, State of Oklahoma, to-wit: Lot One (1), two (2), three (3), four (4) and five (5) in Block four (3) in the Homestead Addition to the town of Broken Arrow, 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 theirs, 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 Louis J. and Fern Hutchinson Sizer ha ve 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. 44168 issued by the Aetna Building and Loan Association, and ha ve executed and delivered to the said The Aetna Building and Loan Association this promissory note, calling for the sum of Three Hundred Dollars, with interest at the rate of six per cent per annum, and a monthly premium of one 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.

300.00 No. 44168
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, Three Hundred DOLLARS, with interest thereon from date thereof, at the rate of six (6) per cent per annum in monthly installments of One Dollars also a monthly premium of one Dollars, both interest and premium to be 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 at law or otherwise, the costs of such suit shall be paid by the mortgagor.
Dated at Broken Arrow, Oklahoma, the 7th day of June, 1909.

Louis J. Sizer
Fern Hutchinson Sizer

Now, if the said Louis J. and Fern Hutchinson Sizer 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 may be added to the amount due.
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 7th day of June, 1909

Louis J. Sizer
Fern Hutchinson Sizer

State of Oklahoma, Tulsa County SS:

BE IT REMEMBERED, That on this 7th day of June, A. D., 1909, Personally appeared before the undersigned, a Notary Public in and for said county, Louis J. Sizer and Fern Hutchinson Sizer

who are personally known to me to be the identical person s whose name s 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]

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

My commission expires

Filed for Record June 9 1909 at 2:30 P. M.

J. D. Stevenson
Justice of the Peace
Town of Broken Arrow
Hawkeye
Deputy U. S. Clerk and Ex-Officio Recorder.
Register of Deeds

seal