



Dr. D. Deenberger and Wife.

To

Mortgages.

The Actua Building and Loan Association,

Know all Men by these Presents, That Dr. D. Deenberger and Julia May Deenberger, of Western Dist. of Indian Territory, for and in consideration of the sum of One Thousand Dollars, in hand paid by The Actua Building and Loan Association, of Topeka, Kansas, do hereby sell and convey unto the said The Actua Building and Loan Association, its successors, the following described premises, situated in the Western Dist. of Indian Territory, to-wit:

Part of Lots 3 and 4, Block 74, in Town of Sulra, Creek Nation, Indian Territory, according to the Official Survey, described as follows: Beginning at a point 22 1/2 ft. West of the S. E. corner of Lot 3, running thence West along the South line of said Lot a distance of 22 1/2 ft., thence North on a line parallel to and 15 ft. distant from the East end of Lot 3 and 4, 120 ft. to the right of way of the St. Louis & San Francisco R.R., thence East along the S. line of said right of way 22 1/2 ft., thence S. 120 ft. to the place of beginning.

To have and to hold the above granted premises, with all the appurtenances thereto belonging, unto the said Grantee, its successors, forever.

And the said Grantors, for themselves and their heirs, executors and administrators, covenant with the said Grantee, its successors, that the said premises are free from all incumbrances, 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 Dr. D. and Julia May Deenberger have assigned, transferred and set over unto the said The Actua Building and Loan Association, as a further security for the payment of the promissory note hereinafter mentioned Two shares of Senior Stock in Class A, No. 33262 issued by the Actua Building and Loan Association, and have executed and delivered to the said The Actua Building and Loan Association their promissory note, calling for the sum of One Thousand Dollars, with interest at the rate of six per cent per annum, and a monthly premium of Five Dollars, both interest and premium <sup>payable</sup> on the 5th 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 Actua Building and Loan Association.

\$1000.<sup>00</sup>

No. 33262.

For Value Received, We do hereby promise to pay to The Actua Building and Loan Association, of Topeka, Kansas, on or before Ten years after date One Thousand Dollars, with interest thereon from date thereof at the rate of six (6) per cent per annum in monthly installments of Five Dollars, also a monthly premium of Five 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 for every 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 Trust Mortgage or 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 twelve per cent interest per annum.

Dated at Topeka, Kansas, the 24 day of August 1906.

Dr. D. Deenberger

Julia May Deenberger.

Now, if the said Dr. D. and Julia May Deenberger, their heirs, assigns, executors, or administrators, shall well