

MORTGAGE RECORD

COMPARED

Know All Men by These Presents: That

John W. Weir, guardian of Lillian M. Weir, a minor

in consideration of *five hundred* DOLLARS,
 in hand paid by THE TULSA BUILDING AND LOAN ASSOCIATION, of Tulsa, Oklahoma, has *he* bargained and sold, and does hereby grant, bargain, sell and convey
 unto the said The Tulsa Building and Loan Association, its successors and assigns, forever, the following premises, situate in the County of Tulsa, in the State of Oklahoma,
 and described as follows:

*Lot sixteen (16) in Block three (3) in midway addition to
 the city of Tulsa, Oklahoma*

To have and to hold said lands and premises, with the appurtenances, unto the said The Tulsa Building and Loan Association, its successors and assigns, forever.
 And the grantor *for herself* and heirs and assigns, do hereby covenant with the said The Tulsa Building and Loan Association, its successors and
 assigns, that *she* is lawfully seized of the premises aforesaid, and that the premises are free and clear from all incumbrances
 whatsoever, and that *she* will forever warrant and defend the same, with the appurtenances, unto the said The Tulsa Building and Loan Association, its successors and
 assigns, against the lawful claims of all persons whomsoever.

PROVIDED, Nevertheless, and these presents are upon this condition: That whereas, the said

John W. Weir, Guardian of Lillian M. Weir, a minor
 has entered into a contract in writing with said Association, of which the following is a copy, to-wit:

"\$ *500.00* Tulsa, Okla. *aug 27* 19 *10*
 Received as a loan from The Tulsa Building and Loan Association, of Tulsa, Oklahoma,
five hundred DOLLARS,
 which sum I agree to repay, with ten per cent. interest per annum thereon, payable monthly, as follows:

I hereby subscribe for *five* shares of stock in said Association, of One Hundred Dollars each, Book No. _____, and I agree to
 pay to said Association, monthly, not less than *nine 7.50* DOLLARS,
 which sum is to be applied as follows:

FIRST. To the payment of any fines, insurance, taxes, or other assessments made against me in accordance with the By-Laws of the Association.
 SECOND. To the payment of the interest and premium due on said loan.
 THIRD. The balance of said amount to be applied toward the payment of my said stock subscription. Said monthly payments shall be continued until said stock
 is fully paid up by the payments applied thereto as above stated and the dividends declared thereon.
 I also hereby assign the stock aforesaid to said Association as collateral security for said loan and I authorize it, when said stock is fully paid up, or should I fail for
 three months to make the payments above stated, at its option, to withdraw said stock in accordance with the By-Laws of said Association, or any or all of the money
 paid thereon, and apply the amount withdrawn to the payment of said loan, or the interest thereon, or any of the assessments above stated.
 Should any part of said loan or the interest thereon or any of said assessments remain unpaid after the withdrawal value of said stock is so applied, they shall become
 due and payable at the option of said Association.

All unpaid installments shall bear interest at the rate of ten per cent. per annum from the time same are due and unpaid.
 After three monthly installments become due and are unpaid, then the whole amount of principal, interest and premium shall become due and payable, at the option
 of the Association, and the mortgage, or other security may be enforced for the payment thereof."

Also upon the further agreement and condition, that the mortgagor, in consideration for the making of said loan, shall keep, during its continuance, the buildings
 on said described realty insured for the benefit of said Association in such amount as it may require, and shall also pay all taxes and assessments that are or may be levied
 thereon.

Now, if the said mortgagor, shall well and truly pay, or cause to be paid, said loan and interest in the manner provided by said contract, and perform said contract
 and all conditions therein specified, and shall pay the premiums, fire insurance, and all taxes and assessments that are or may be levied on said realty herein mortgaged
 during the continuance of this loan, then these presents shall be void; otherwise, upon failure to perform all or any of said contracts, agreements and conditions therein, this
 mortgage shall become absolute and liable to foreclosure, and the said The Tulsa Building and Loan Association shall be entitled to the possession of said premises; and the
 grantor, herein for said consideration expressly waives appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma,
 and further agrees to pay a reasonable attorney's fee on the amount due at the time of the foreclosure of this mortgage, should the same be foreclosed, provided this
 mortgage is foreclosed by an attorney of record in the State of Oklahoma.

IN TESTIMONY WHEREOF, The said *John W. Weir, guardian of Lillian M. Weir*
a minor

has hereunto set *his* hands and seals this *twenty seventh* day of *August* 19 *10*.

John W. Weir (SEAL)
Guardian of Lillian M. Weir (SEAL)
a minor

ACKNOWLEDGMENT

STATE OF OKLAHOMA, ss.

County of Tulsa,

Before me, *John C. Magee* a Notary Public, in and for said County and
 State, on this *2nd* day of *September* 19 *10*, personally appeared *John W. Weir*
guardian of Lillian M. Weir a minor
 to me well known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that *he* executed the same
 as *his* free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and seal as such Notary Public, this *2nd* day of *September* 19 *10*.

My commission expires *Dec 5th 1913* Seal. *John C. Magee* Notary Public.

This instrument was filed for record in the office of the Register of Deeds of Tulsa County, Oklahoma, at Tulsa, on the *21* day of
Sept 19 *10* at *11:20* o'clock *a* M., and duly recorded the *21* day of
 19 *10*, in _____ Record No. _____ on page _____

Seal. *H. C. Wallbey* Register of Deeds.