

MORTGAGE RECORD

34113

Know All Men by These Presents: That E. W. Potee and Eliza A. Potee, his wife

in consideration of Three Hundred and no/100 DOLLARS, in hand paid by THE TULSA BUILDING AND LOAN ASSOCIATION, of Tulsa, Oklahoma, to the said E. W. Potee and Eliza A. Potee, his wife, 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:

The East Half of Lots Numbered Ten (10), Eleven (11) and Twelve (12) in Block Numbered Four (4) in the T.T.T. Addition to the City of Tulsa as shown by the recorded plat of Emily M. Campbell's re-survey of Lot Numbered One (1) in Block Numbered Four (4) of the said T.T.T. Addition.

This mortgage is given subject to a first mortgage of \$2500.00 due August 1st, 1916 and a second mortgage of \$275.00 due as follows \$137.50 August 1st, 1912 and \$137.50 August 1st, 1913.

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 grantors for themselves and heirs and assigns, do hereby covenant with the said The Tulsa Building and Loan Association, its successors and assigns, that they are lawfully seized of the premises aforesaid, and that the premises are free and clear from all incumbrances whatsoever, and that they 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

E. W. Potee and Eliza A. Potee, his wife have entered into a contract in writing with said Association, of which the following is a copy, to-wit:

"\$ 300.00 Tulsa, Okla. Aug. 25 1911

Received as a loan from The Tulsa Building and Loan Association, of Tulsa, Oklahoma, Three Hundred and no/100 DOLLARS, which sum I agree to repay, with ten per cent. interest per annum thereon, payable monthly, as follows:

I do subscribe for twenty-five shares of stock in said Association, of One Hundred Dollars each, Book No. 50/100 (\$ 27.50) DOLLARS, pay to said Association, monthly, not less than Twenty-seven and 50/100

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 mortgage 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 appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma, and further agree 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 E. W. Potee and Eliza A. Potee, his wife

have hereunto set their hands and seals this 29th day of August 1911

E. W. Potee (SEAL)

Eliza Potee (SEAL)

ACKNOWLEDGMENT

STATE OF OKLAHOMA, ss.

County of Tulsa

Before me, J. Stewart Pearce a Notary Public, in and for said County and State, on this the 29th day of August 1911, personally appeared

E. W. Potee and Eliza A. Potee, his wife

to me well known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and seal as such Notary Public, this 29th day of August 1911

(Seal) My commission expires January 17, 1915 J. Stewart Pearce Notary Public.

This instrument was filed for record in the office of the Register of Deeds of Tulsa County, Oklahoma, at Tulsa, on the 8 day of Sept 1911 at 8:00 o'clock a M., and duly recorded on the 8 day of Sept 1911, in 800 Record No. 10 on page 10

(Seal) H. D. Walkey Register of Deeds.