

# MORTGAGE RECORD

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SAUL DOWNSWORTH BOOK CO., LEAVENWORTH, KAN., No. 21251

## TRUST DEED

This Indenture, Made this 2nd day of December, 1910, between John L. Rogers, Guardian of John L. Rogers, Jr. a minor his wife, of the County of Tulsa, and State of Oklahoma, part 1st of the first part, and the COLONIAL TRUST COMPANY, a corporation, of the City of Tulsa, County of Tulsa, State of Oklahoma, party of the second part:

WITNESSETH, Whereas the said John L. Rogers, Guardian of John L. Rogers, Jr. a minor justly indebted unto said COLONIAL TRUST COMPANY in the sum of five hundred (\$500.) Dollars, and as is evidenced by one note or bonds of even date herewith, which note or bonds are of the following denominations and description:

Principal: \$ <u>500.00</u>	Date <u>December 3rd 1910</u>	Maturity <u>Dec 1, 1913</u>
Principal: \$	Date	Maturity
Principal: \$	Date	Maturity
Principal: \$	Date	Maturity
Principal: \$	Date	Maturity

Said bond bearing interest at the rate of 8 per cent. per annum from date said interest payments being payable semi annually and further evidenced and shown by coupons attached to said bond, which coupons are due and payable on the 1st day of June & December of each year until the maturity of said note or bond.

Said note or bond and interest coupons bearing 10 per cent. interest per annum after due. Said note or bond and interest coupons to be payable to the order of the said COLONIAL TRUST COMPANY at its office in the City of Tulsa, Oklahoma.

NOW, THEREFORE, The said party of the first part in consideration of the premises and for the purposes aforesaid and in consideration of \$1.00 to him in hand paid, the receipt whereof is hereby acknowledged, the part 1st of the first part hereby grants, bargains, sells and conveys unto the said COLONIAL TRUST COMPANY, its successors and assigns, in trust forever, all of the following-described lands and premises situate in the County of Tulsa State of Oklahoma, and known and described as follows:

The southeast quarter of the southwest quarter and the south half of the northeast quarter of the southeast quarter and the northwest quarter of the northeast quarter of the southwest quarter of section 7 Township 22 N. and range 13 East, Tulsa County, Oklahoma, with all improvements thereon being the allotment of John L. Rogers, Jr. a minor, Cherokee City, (Roll No. 12574).

TO HAVE AND TO HOLD the same, together with all the tenements, hereditaments, privileges and appurtenances thereunto belonging or in anywise pertaining and also all the estate, interest and claim and demand whatsoever in law and in equity which the said party of the first part have in and to the premises hereby conveyed unto the said party of the second part, its successors and assigns in Trust forever. In Trust, however, as follows: That in case of default in the payment of said note or bond, or any part thereof, or any one of said note or interest coupons, with interest thereon at the time and in the manner and at the place specified for the payment thereof, or in case of waste or non-payment of taxes or neglect or refusal to insure the buildings, or renew the insurance as hereinafter stipulated or in case of a breach of any of the covenants or agreements herein contained, then and in such event the legal holder of said note or bond shall have the lawful right to enter upon, possess, hold and enjoy the above-granted premises, and therefor the party of the first part and all persons claiming by or through them and all persons then in possession of said lands or any part thereof, shall be held and deemed to be tenants at will of the said COLONIAL TRUST COMPANY, its successors and assigns, and in such case it shall be lawful for the said COLONIAL TRUST COMPANY, its successors or assigns, to enter upon said lands without notice or demand and take possession of said premises and lease, rent and let the same upon such terms and rentals as it may see fit, and collect and receive the rentals, and after deducting therefrom reasonable charges for its services or expenses, apply the balance of any indebtedness secured hereby or of taxes and assessments on said premises, or for insurance, restoration or repair of buildings thereon as may from time to time be necessary.

IT IS STIPULATED AND AGREED that the part 1st of the first part will cause the buildings now located upon said premises, or which may hereafter be built thereon, to be insured, for the benefit of the party of the second part in some safe and responsible insurance company for the insurable value thereof, as the party of the second part or its successors in trust may select, and keep the same so insured, and will deliver all policies of such insurance and all renewal certificates thereof from time to time to said party of the second part or its successors in trust, and all such policies of insurance shall be made payable, in case of loss, to said second party as its interest may appear.

The said party of the first part stipulates and agrees to pay all taxes and assessments which may be assessed and levied against said property when the same shall become due and payable.

If the part 1st of the first part shall fail or refuse to keep said buildings insured as herein provided for, or shall fail or refuse to pay any taxes or assessments which may be made against said property, as herein agreed to, then the party of the second part or its successors in trust shall have the right to cause said buildings to be insured for its use and benefit as its interest may appear and to pay the premiums thereon, and shall have the right to pay all taxes and assessments which may be assessed and levied against said property and remaining unpaid, and shall have a lien upon the premises hereinafter described for all such amounts laid out and expended by it for said purposes, together with interest thereon at the rate of eight per cent. per annum, and all of which shall be and constitute a lien upon the premises herein described and shall be and become a part of the debt hereby secured.

AND IT IS EXPRESSLY AGREED that if default shall be made in any payment of said indebtedness, or any part thereof, or interest thereon, or of any of said coupon interest notes, or any part thereof according to the tenor of said note or bond at the times therein provided for, or if any taxes or assessments on said land shall become due and delinquent or remain unpaid when the same are due and payable or if any waste shall be committed upon said premises, or if any buildings now or hereafter erected on said lands shall be destroyed or materially damaged by fire or otherwise, or if the insurance be not procured and the policies of insurance delivered as herein specified, or in case of a breach of any of the covenants herein contained, then and in that event all of said note or bond and all of the indebtedness herein described shall become due and payable, and in that event it shall be lawful for the party of the second part or its successors to enter upon, possess, hold and enjoy the above-granted premises.

And the said party of the first part for said consideration hereby expressly waives appraisalment of said real estate and all benefit of the Homestead Exemption and Slay Laws of the State of Oklahoma, and hereby further agrees to pay the indebtedness hereby secured, and in addition thereto an attorney's fee amounting to ten per cent. of the amount due at the time of the foreclosure of this Trust Deed; provided this mortgage is foreclosed by an attorney of record in the State of Oklahoma.

IT IS FURTHER AGREED that all abstracts and muniments of title to said lands shall be retained by the said COLONIAL TRUST COMPANY, its successors and assigns, until this Deed of Trust shall be released or foreclosed, and in case of foreclosure hereof the same shall be delivered to the party acquiring title under such foreclosure.

IN WITNESS WHEREOF the said party of the first part hereunto set his hand the day and year first above written.

Signed in the presence of:

Anna M. Hilliard

Guy Clapham

John L. Rogers  
Guardian  
John L. Rogers, Jr.

(SEAL)

(SEAL)

STATE OF OKLAHOMA, COUNTY OF Tulsa, ss.

Before me, N. A. Barnes, a Notary Public, in and for said County and State, on this 2nd day of December, 1910, personally appeared John L. Rogers, Guardian of John L. Rogers, Jr. to me well known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he had 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 Dec, 1910.

My commission expires Dec. 14, 1911. N. A. Barnes, Notary Public.

This instrument was filed for record on the 5 day of Dec, A. D. 1910, at 11 o'clock AM.

By Seal H. W. Buckley, Deputy Register of Deeds.