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KNOW ALL MEN BY THESE PRESENTS.

KNOW ALL MEN BY THESE PRESENTS, That Malzerine Hopfe and Joseph C. Hopfe
relator District of Indian Territory, for and in consideration of the sum of Seven Hundred fifty 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 Western District of Indian Territory, to-wit:
Eight (8) acres off the north side of the north east quarter (NE 1/4)
of the north - east quarter (NE 1/4) of the north east quarter (NE 1/4) of
section thirty (30) township twenty two (22) of range
fourteen (14) east

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 Grantor ³ for himself and his heirs, 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 Malservin and Joseph C Hobbs in and 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, Two Share of Series Stock in Class A, No. 32374

issued by the Aetna Building and Loan Association, and has executed and delivered to the said The Aetna Building and Loan Association this promissory note, calling for the sum of Seven Hundred fifty Dollars, with interest at the rate of six per cent per annum, and a monthly premium of Three 75-100.00 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.

\$ 75-0 00

No. 92372/

FOR VALUE RECEIVED, we do hereby promise to pay to THE ETNA AND LOAN ASSOCIATION, of Topeka, Kansas, on or before Ten years after date, seven hundred fifty DOLLARS, with interest thereon from date thereof, at the rate of six (6) per cent per annum in monthly installments of seven 75 dollars also a monthly premium of three 35 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 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.

Dated at Empire Kansas, the 28 day of March 1907

Malzine Hobbs
Joseph C. Hobbs
J. C. Hobbs their heirs, assigns, executors, or admin-

Now, if the said Melzer, as Joseph B. Hoff 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. 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 28th day of March, 1907.

Marguerite Hobbs
Joseph C. Hobbs

Indian Territory
Western District
State of Kansas, _____ County' SS:

State of Kansas, Western District County SS: Atchison

Be it Remembered, That on this 9th day of April, 1917, before me a notary public within and for the said Territory and district, duly commissioned and acting as such, personally appeared A. D., 1917 personally appeared before the undersigned, a Notary Public in and for said county, and my own Halls to me well known to be the person whose name appears in it and upon the making of the foregoing instrument as party grantor and stated that she had voluntarily executed the same for the consideration of the same as expressed in the said instrument and that she was fully aware of the contents and meaning thereof at the time and place as such notary public in the Western District of Indian Territory checked and date last afforded the same to be the identical person whose name is subscribed to the foregoing deed as grantor and acknowledged the same to be voluntary act and deed and that she executed the same for the purposes therein mentioned.

my commission expires Sept-29-1910

[SEAL] *nestor* ~~Witness my hand and Notarial Seal, the day and year last above written.~~

_____, the day and year last above written,
Clinton L. Goodale
 Notary Public.

My commission expires

~~Filed for Record~~ ~~190~~ ~~at~~ ~~o'clock~~ ~~M.~~

Indian Territory. On this 18th day of April 1907 before me a notary public within and for the said Territory and District duly commissioned and sworn, personally appeared Joseph C. Hobbs husband of M. Albertine Hobbs to me well known to be the person whose name appears to and purports they voluntarily executed the same for the consideration and purposes therein contained and set forth. In testimony whereof I have hereunto set my hand and seal as a notary public in the said Western District of Indian Territory this 18th day of April 1907.

Filed for record April 26th 1907 at 8:55 a.m. His Honor Dep. Clerk and Ex-Officio Recorder.