

MORTGAGE AND OIL LEASE RECORD.

Form 4 - Continued

DUNSEY PRINTING COMPANY, DALLAS, TEXAS - 1909

REAL ESTATE MORTGAGE.

and the sum of Sixteen and 25/100 Dollars, the same being the interest due monthly upon said sum so borrowed by us and the sum of Three and 75/100 Dollars, the same being the premium due monthly upon said sum so borrowed. And we promise to pay said Association at its Home Office at Nevada, Mo., all of said sums of money, amounting in the aggregate to Fifty Dollars, on the 20th day of each and every month, and continue such monthly payments until the dues payments on stock together with the earnings and profits credited thereon shall make said certificate of stock equal to the par or face value of said certificate of stock, and said certificate of stock is estimated to mature and reach par value in 72 months from date thereof.

And we further agree, in case of default in the payment of said sums of money, or any part thereof, monthly as aforesaid, to pay all fines and penalties assessed on account thereof, in accordance with the rules and regulations of said Association, and if, in case of default, the stock pledged and the security given to secure said monthly payments shall, upon the sale thereof, be insufficient to repay said Association any balance which may be due and owing on said loan we promise and agree to fully pay and discharge the same. The payment of said monthly sum aggregating Fifty DOLLARS each and every consecutive month hereafter until the maturity of said stock, and the payment of all fines, penalties, advances, liens and other charges shall entitle all of said certificate of stock to redemption by said Association at the accredited earned value thereof, and the said share of stock so taken and redeemed shall be taken by said Association in full satisfaction of this Obligation and Deed of Trust or Mortgage to secure the same.

This Obligation may be paid off at any time upon giving thirty days' written notice to the Home Office of the Association at Nevada, Mo., in which event this Note or Obligation may be credited on such repayment of loan with the withdrawal value of the stock carried with same.

[SEAL]

J. S. Bailer

[SEAL]

[SEAL]

Sarah Bailer

[SEAL]

NOW, THEREFORE, If said part of the first part shall pay the several sums of money mentioned in said note or obligation, including all dues, interest and premium, when they shall be or become due and payable, as aforesaid, and shall faithfully perform all of the said other agreements, then these presents shall be void; otherwise, the same shall be and remain in full force and effect, and this Mortgage may be immediately foreclosed and enforced for the unpaid amount of the principal of said note, the unpaid interest and premium, and the expenditures hereinbefore named, made by said party of the second part, to pay said taxes, assessments and insurance, and to protect the title to said premises, together with the charges as provided by the By-Laws of the said Association, for the non-payment of said interest, premiums, expenditures, and the payment of mortgages before their maturity, and Two Hundred Fifty DOLLARS as attorney's fee for instituting suit upon this Mortgage; also for foreclosing the same; all of which shall be a lien upon said premises and secured by this Mortgage, and included in any decree of foreclosure rendered thereon, and all rents collected by said party of the second part shall be applied on the payment of said debt. And the said part of the first part, for said consideration, do hereby expressly waive an appraisalment of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

IT IS UNDERSTOOD AND AGREED, By and between the parties hereto, that this entire contract, and each and every part thereof, is made and entered into in accordance with the By-Laws of the FARM AND HOME SAVINGS AND LOAN ASSOCIATION OF MISSOURI, and the laws of the State of Missouri, and in construing this contract the By-Laws of said Association and the laws of the State of Missouri are to govern.

IN WITNESS WHEREOF, The said part of the first part has hereunto set their hand and seal the day and year first above written.

[SEAL]

J. S. Bailer

[SEAL]

[SEAL]

Sarah Bailer

[SEAL]

ACKNOWLEDGMENT.

State of Oklahoma, Tulsa County, ss. BEFORE ME, A Notary Public in and for the County of Tulsa and State of Oklahoma, on this 28th day of July, 1909, personally appeared J. S. Bailer and Sarah Bailer his wife, to me known to be the identical person 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, at my office in the County of Tulsa and State of Oklahoma, this 28th day of July, 1909. Seal C. B. Adams

My commission as Notary Public expires on the 22nd day of May, 1913 Notary Public Tulsa County, State of Oklahoma

INSTRUCTIONS FOR FILLING BLANK.

1. Insert the word "himself," "herself," or "themselves."
2. If any one signs the instrument by mark, add the words to the certificate: "I also certify that I read the instrument over to the party so signing by mark and explained the contents thereof fully to.....and that after such explanation.....acknowledged it."

FILED FOR RECORD This 29th day of July, 1909 at 9:20 o'clock P. M.

By Seal Deputy.

H. E. Walkley

Register of Deeds.