

NOTE OR OBLIGATION.

Nevada, Missouri

Sept 20th

1909

FOR VALUE RECEIVED, we promise to pay to the order of the FARM AND HOME SAVINGS AND LOAN ASSOCIATION OF MISSOURI, the following sums of money, viz: The sum of Twenty six and 00/100 Dollars, the same being the monthly dues on the 2 3/4 share of the capital stock of said Association, represented and evidenced by the certificate thereof, numbered 2302 this day pledged by us to said Association to secure a loan of Twenty - two hundred Dollars, and the sum of Fourteen and 30/100 Dollars, and the sum of Three and 30/100 Dollars,

the same being the interest due monthly upon said sum so borrowed by us and the sum of Three and 30/100 Dollars, the same being the premium due monthly upon said sum so borrowed. And we promise to pay to said Association at its Home Office at Nevada, Missouri, all of said sums of money amounting in the aggregate to Forty four 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 pay 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 Forty four 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 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, Missouri, in which event this Note or Obligation may be credited on such repayment of loan with the withdrawal value of the stock carried with the same.

Seal

Frances E. Smith

Seal

Seal

J. J. Smith

Seal

NOW, THEREFORE, If said part us 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 the 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 said Association, for the non-payment of said interest, premiums, expenditures, and the payment of mortgages before their maturity, and Two Hundred Twenty Dollars 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 us of the first part, for said consideration, do hereby expressly waive an appraisal 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 us of the first part have hereunto set their hands and seal > the day and year first above written.

Seal

Frances E. Smith

Seal

Seal

J. J. Smith

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 28 day of September 1909, personally appeared Frances E. Smith and J. J. Smith her husband, to me 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.

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 28 day of September 1909.

[SEAL]

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

INSTRUCTIONS FOR FILLING BLANK.

1. Insert the word "himself," "herself" or "themselves."
2. If anyone 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 at Tulsa, Oklahoma, this 30 day of Sept 1909, at 4:55 o'clock P. M.

Register of Deeds.