

named county and state the within named T.E. Farr, to me known to be the person who signed the above assignment and acknowledged to me that he executed the same as his free and voluntary act and deed and for the uses and purposes therein stated.

Witness my hand and official seal this April 26<sup>th</sup> 1910

(seal)

R.M. Heffner, Notary Public.

My commission Expires Oct. 8, 1913.

State of Oklahoma, Tulsa County, At Tulsa, Okla. I hereby certify that this instrument was filed for record in my office on Apr. 7, 1910 at 8 o'clock A.M. and is duly recorded in record 86 page 93.

H.C. Walkley, Register of Deeds (seal)

Filed for record at Tulsa, Okla. Apr. 27 1910 at 8<sup>20</sup> o'clock A.M.

H.C. Walkley, Register of Deeds (seal)

MORTGAGEE'S DEED.

This indenture made and entered into, this 7th day of April, 1910, by and between The First State Bank of Broken Arrow, Oklahoma, a corporation, party of the first part and Alvin L. Laws, of Broken Arrow, Oklahoma, party of the second part.

WITNESSETH, that said The Farmers Trading Company, a corporation of Broken Arrow, Indian Territory did, on the 23rd day of February, 1906, by a certain mortgage deed, with power of sale, which has been duly filed in the office of the Deputy Clerk of the United States Court, and ex-officio Recorder, at Wagoner, Indian Territory, on March 3rd, 1906, at 8 o'clock A.M. and recorded in Record 11 M. Page 397, grant, sell, and convey unto The Inter-State Mortgage Trust Company, a corporation having its western office at Parsons, Kansas, its successors and assigns, all the premises hereinafter described and which mortgage deed was executed and delivered to said Inter-state Mortgage and Trust Company, to secure the payment of a certain promissory note, of the same date, made, executed and delivered by the said Farmers Trading Company, to the said Inter-State Mortgage and Trust Company for the principal sum of Twenty five Hundred Dollars, with interest thereon at the rate of six per cent per annum, payable <sup>semi annually</sup> on the first day of February and August of each year, in accordance with coupon notes thereto attached.

and Whereas on the 29th day of October 1909, the said Inter-State Mortgage Trust Company, for a valuable consideration, did assign, set over and transfer to the First State Bank of Broken Arrow, Oklahoma, the said mortgage, together with the debt secured thereby and said assignment was filed in the office of the Register of Deeds of Tulsa County, Oklahoma on December 24th, 1909, and recorded in Record 61 page 619, and that said first State Bank is now the owner and legal holder of said note and mortgage.

and Whereas the said mortgage and deed provides in paragraph sixth:-

"That said first party agrees that if the maker of the note, shall fail to pay any of said money, either principal or interest when the same becomes due and payable or to conform to or to comply with any of the foregoing covenants, the whole sum of money herein secured, may at the option of the holder of the note hereby secured, and at his option only, and without notice be declared due and payable, and may be foreclosed by the holder thereof as provided by law, or the party of the second part or the legal holder hereof, or assigns, agent or attorney, shall have the power to sell such property or any part thereof at public sale to the highest bidder for cash, at Broken Arrow, Indian Territory, public notice of the time and place and terms of sale having first been given for thirty days by advertising in some newspaper published in or of general circulation in said town of territory, or by printed or