

MORTGAGE RECORD

REAL ESTATE MORTGAGE

This Indenture, Made this twentieth day of March 1912
between Frank A. Baker and his wife, Esther Baker
in Franklin County and State of Oklahoma, part 22 of the first part, and the FARM AND HOME SAVINGS AND LOAN ASSOCIATION of Missouri, a corporation organized under the laws of the State of Missouri, party of the second part;
WITNESSETH, That the said part 22 of the first part, for and in consideration of the sum of Five Dollars Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have sold, and by these presents do GRANT, CONVEY AND CONFIRM unto said party of the second part, its successors and assigns, forever, all the following-described real estate, lying and situated in the County of Franklin and State of Oklahoma, to-wit:

All of the South Thirty Five (35) feet of lot number twenty (20) and all of the North Twenty (20) feet of lot number twenty one (21) all in Wayne Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof,
and all improvements thereon.

And all right, title, estate and interest of said grantor 2 in and to said premises, including all homestead rights, which are hereby expressly waived and released, together with all rents of said property, with full power and authority to collect the same in case the conditions of this mortgage become broken in any particular, and with all and singular the tenements, hereditaments and appurtenances thereto belonging.

TO HAVE AND TO HOLD THE SAME unto said party of the second part, its successors and assigns, forever. Said party ^{res.} of the first part hereby covenant... with said party of the second part, its successors and assigns, that at the delivery hereof, ^{res.} are the true and lawful owners of the said premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, that there is no one in adverse possession of same, and that ^{res.} will warrant and defend the same against the lawful and equitable claims of all persons whomsoever.

PROVIDED, ALWAYS, And these presents are upon the express conditions that, whereas, the said party of the second part at the special instance and request of said part (i.e., of the first part, loaned and advanced to James A. Baker and his wife the sum of Five thousand DOLLARS.

AND, WHEREAS, Said part _____ of the first part agree _____ with said party of the second part, its successors and assigns, to pay all taxes and assessments, general and special, against said lands and improvements thereon, when due, and to keep said improvements in good repair, and to keep the buildings thereon constantly insured in such company or companies as said second party may designate, and the policy or policies of insurance constantly transferred to said party of the second part, its successors and assigns; and whereas, Said party of the second part agrees to pay all statutory lien claims of every kind, and if one or more of said agreements be not performed as aforesaid, then said party of the second part, its successors and assigns may sue and recover from said party of the first part, or others, damages for failing to pay the costs thereof, and may also pay the final judgment for any statutory lien claims, and may invest such sums as may be necessary to protect the title or possession of said premises, including all costs, and for the repayment of all moneys so expended together with the charges thereon as provided by the Constitution and By-Laws of the said Association, these presents shall be security.

of the said Association, these presents shall be security,
AND WHEREAS, The said Frank J. Baker & his wife Esther Baker
did on the 10th day of January, 1922, make and deliver to the FARM AND HOME SAVINGS AND LOAN ASSOCIATION
of Missouri, its note or obligation, which is made a part hereof and is in words and figures as follows, to-wit:

NOTE OR OBLIGATION

NEVADA, MO., March, 20th 1912

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 five hundred and fifteen 15/100 DOLLARS, the same being the monthly dues on the three share of the capital stock of said Association, represented and evidenced by the certificate thereof numbered 303 to said Association to secure a loan of twenty five 25/100 DOLLARS; and the sum of twenty three 80/100 DOLLARS, the same being the interest due monthly upon said sum so borrowed by us and the said three 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 five hundred and fifteen 15/100 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 eighteen 18/100 months from date thereof.

And where further agree, that 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 Twenty 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 accreted 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) Frank A. Baker (SEAL)

(SEAL) Esther Baker (SEAL)

NOW, THEREFORE, If said party 2-2 of the first part shall pay the several sums of money mentioned in said note or obligation, including all dues, interest and penalties, when they shall be due, 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 full force and effect, obliging said party 2-2 to pay to said party 1-1 the principal sum of said note, the unpaid interest and premium, and the expenditures hereinafter named, made by said party 2-2 of the second part, to pay said taxes, assessments and insurance, and to protect the title to said promises, 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 ~~the expenses of the said association,~~ and the costs of suit, and also the reasonable attorney's fees and disbursements, and the cost of recording this mortgage, and the cost of foreclosing under thereon, and all rents collected by said party 2-2 of the second part shall be applied on the payment of said debt. And the said party 2-2 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.

DOLLARS as

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 SAVING 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 ies of the first part ha ve hereunto set their hand and seal the day and year first above written.

(SEAL) Frank A. Baker (SEAL)

(SEAL) Esther Baker (SEAL)

ACKNOWLEDGMENT

STATE OF OKLAHOMA, }
COUNTY OF Tulsa, } ss.
and State of Oklahoma, on this 20th day of March, 1912, personally appeared Frank A. Roden,
the identical person, who executed the within and foregoing instrument, and acknowledged to me that he executed the same as Frank A. Roden, 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 Pulaski and State of Oklahoma, this 30th day of March, 1912.
My commission as Notary Public expires on the 10th day of January, 1916.

(Seal) Margaret M. Orritt
Notary Public, Adair County, State of Oklahoma.

This instrument was filed for record on the 22^d day of Mar, A. D. 1912, at 9⁰⁰ o'clock a M.

By _____ Deputy _____ H. W. Walkley Register of Deeds.