COMPARED

MORTGAGE RECORD

#41753

FAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 21251

REAL ESTATE MORTGAGE

This Indenture, Made this Twentieth day of May 1912 between Jennie F. Harmon and her husband George B. Harmon in Tulsa County and State of Oklahoma, part~~ies~~ 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~~ies~~ of the first part, for and in consideration of the sum of Five Hundred Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, ~~have~~ has 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 Tulsa and State of Oklahoma, to-wit:

All of the North One-Half (N ½) of Lot number Four (4) in Block number One Hundred Fifty two (152) in the City of Tulsa, Oklahoma, more particularly described as follows: Beginning Fifty (50) feet North of the Southwest Corner of Block Number One Hundred Fifty Two (152); thence East One Hundred and Forty (140) feet to the alley to a point Fifty (50) feet North of the South line of said Block number One Hundred Fifty Two (152); thence North Fifty (50) feet along the West line of said alley; thence West One Hundred Forty (140) feet along the North line of Lot number Four (4) to West line of Block Number One Hundred Fifty Two (152); thence South on West line of said Block Fifty (50) feet to place of beginning. also a One Half (½) interest in a well located on Alley between Lots number Four (4) and Five (5) in said Block number One Hundred Fifty Two (152), all in the City of Tulsa, Oklahoma, and all improvements thereon,

And all right, title, estate and interest of said grantor~~s~~ 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 part~~ies~~ of the first part hereby covenant with said party of the second part, its successors and assigns, that at the delivery hereof they are the true and lawful owner~~s~~ 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 they 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~~ies~~ of the first part, loaned and advanced to Jennie F. Harmon and her husband George B. Harmon the sum of Five Hundred DOLLARS.

AND, WHEREAS, Said part~~ies~~ of the first part agree with the 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 or assigns, and also to keep said lands and improvements thereon free from all statutory lien claims of every kind, and if any or either of said agreements be not performed as aforesaid, then said party of the second part, its successors or assigns, may pay such taxes and assessments, and may effect such insurance, for such purpose, paying 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.

AND WHEREAS, The said Jennie F. Harmon and her husband George B. Harmon did on the twentieth day of May 1912 make and deliver to the FARM AND HOME SAVINGS AND LOAN ASSOCIATION OF MISSOURI their note or obligation, which is made a part hereof and is in words and figures as follows, to-wit:

NOTE OR OBLIGATION

NEVADA, MO., May 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 and 52/100 DOLLARS, the same being the monthly dues on the 5/10 share of the capital stock of said Association, represented and evidenced by the certificate thereof, numbered 3154 this day pledged by us to said Association to secure a loan of Five Hundred DOLLARS; and the sum of Three and 78/100 DOLLARS, the same being the interest due monthly upon said sum so borrowed by us ~~and the sum of 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 Nine and 30/100 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 Seventy two 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 Nine and 30/100 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.

Jennie F. Harmon (SEAL) George B. Harmon (SEAL)

(SEAL) by Jennie F. Harmon his att'y in fact (SEAL)

NOW, THEREFORE, If said part~~ies~~ 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~~ all prior liens and incumbrances on said premises, and, 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~~ies~~ of the first part, for said consideration, do hereby expressly waive an appraisement 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~~ies~~ of the first part ha~~ve~~ve hereunto set their hand~~s~~ and seal~~s~~ the day and year first above written.

Jennie F. Harmon (SEAL) George B. Harmon (SEAL)

(SEAL) By Jennie F. Harmon his atty in fact, (SEAL)

ACKNOWLEDGMENT

STATE OF OKLAHOMA, } ss.
COUNTY OF Tulsa

Before me, a Notary Public in and for the County of Tulsa and State of Oklahoma, on this 12th day of June 1912, personally appeared Jennie F. Harmon and ~~his wife~~, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her 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 12th day of June 1912.

My commission as Notary Public expires on the 16th day of February 1916.

(Seal) Harold M. Orcutt, Notary Public Tulsa County, State of Oklahoma.

This instrument was filed for record on the 13 day of June A. D. 1912, at 1:10 o'clock P. M.

By ..... Deputy. H. C. Walkley Register of Deeds.

(Seal)

State of Oklahoma, County of Tulsa, ss. Before me a Notary Public in and for the County of Tulsa, and State of Oklahoma, on this 12th day of June, 1912, personally appeared George B. Harmon, 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, and also as the free and voluntary act and deed of Jennie F. Harmon, by her attorney in fact, under and by virtue of a power of attorney, duly executed by said Jennie F. Harmon, bearing date the 12th day of January 1912, authorizing and empowering him to execute the same for her and in her name and behalf as her free and voluntary act and deed. Witness my hand and official seal at my office in the County of Tulsa, and State of Oklahoma, this 12th day of June 1912. (Seal) My commission as Notary Public expires on the 16th day of February 1916. Harold M. Orcutt, Notary Public, Tulsa County, State of Oklahoma.