

MORTGAGE RECORD

#49593

SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 2125

REAL ESTATE MORTGAGE

This Indenture, Made this Twenty fifth day of March 1913
 between Paula Heager and his wife Kate Heager
 in Paula County and State of Oklahoma, party 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 party of the first part, for and in consideration of the sum of sixteen hundred 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 Paula and State of Oklahoma, to-wit:

All of the westerly one Hundred fifteen (115) feet of the Northline, one half (1/2) of Lot-number Five (5) in Block number one Hundred fifty four (154) in the original town or city of Tulsa Oklahoma according to the official survey and plot thereof. More particularly described as follows: It is beginning at the Northwest corner of said Lot-number five (5) in Block number one hundred fifty four (154) in the City of Tulsa Oklahoma and thence run in an easterly direction along the lot-line between Lot-number five (5) and six (6) in said Block number one Hundred fifty four (154) a distance of one Hundred fifteen (115) feet thence run in a southerly direction and parallel with the easterly line of said Lot-number five (5) a distance of fifty (50) feet thence run in a westerly direction and parallel with the southerly line of said Lot-number five (5) to the westerly line of said Lot-number (5) thence in a northerly direction along the westerly line of said Lot-number five (5) to the place of beginning 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 lawful 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 party of the first part, loaned and advanced to to J. C. Lager and his wife

AND, WHEREAS, Said party do of the first part agree with 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 by the said party of the second part, its successors or assigns, may at any time and from time to time cause and may cause such insurance, or such repairs, or such payment of 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 F. Beager and his wife Kate Beager
did on the Twentieth day of March, 1913, 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. March 20th 1913
 FOR VALUE RECEIVED. Me promise to pay to the order of the FAIRM AND HOME SAVINGS AND LOAN ASSOCIATION OF MISSOURI, the following sums of money, viz.: The sum of seventeen and 8/100 DOLLARS, the same being the monthly dues on the 9/10 share of the capital stock of said Association, represented and evidenced by the certificate thereof, numbered 33877 this day pledged by me to said Association to secure a loan of system DOLLARS; and the sum of Three hundred DOLLARS, the same being the interest due monthly upon said sum so borrowed by me and the sum of Three hundred and 72/100 DOLLARS, the same being the premium due monthly upon said sum so borrowed. And me 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 40/100 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 7-2 months from date thereof.

and certify one sufficient to mature with respect to the _____ DOLLARS from the _____
 and _____ 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, and to discharge the said loan and the interest thereon, and 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 Thirty
and 20/100 DOLLARS each and every consecutive month hereafter until the maturity of said stock, and the pay-
 ment of all fines, penalties, advances, liens and other charges shall entitle all 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)

(SEAL)

NOW, THEREFORE, If said part. 111 of the first part shall pay the several sums of money mentioned in said note or obligation, including all dues, interest and premium, when the same shall be or become due and payable, as aforesaid, and shall faithfully perform all of the said covenants, agreements, and conditions, then these premises shall be void other wise, then the same shall be or become due and payable, 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 herebefore named, made by said party of the second part, to pay said taxes, assessments and insurance, and to protect the title in said premises, together with the charges as provided by the By-Laws of the said Association, for the non-payment of said interest, premium, expenditures, and the principal of said note, and the said party of the second part, hereby waives all said premises One Hundred Sixty 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. IT And the said part. res. 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 FAIRM 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 hereunto set Their hand and seal the day and year first above written.

(SEAL)

(SEAL)

ACKNOWLEDGMENT

STATE OF OKLAHOMA, } ss.
COUNTY OF Tulsa }
and State of Oklahoma, on this 24th day of March 1913, personally appeared C. F. Jeager and Kate Jeager, his wife, to me known to be the identical person(s) 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 24th day of March 1913.

My commission as Notary Public expires on the 30th day of February 1914.

Notary Public, Tulsa County, State of Oklahoma.

This instrument was filed for record on the 24 day of May, A. D. 1913, at 3³⁰ o'clock P M.

By _____ Deputy _____ *Lewis Kline* Register of Deeds.