

CHANCERY SUBPOENA

UNITED STATES OF AMERICA
Northern District of Oklahoma } ss:

The United States of America

W. W. [unclear]

TO Guy C. Cutlip, Holdenville, Okla.

GREETING:

We command you and every one of you, that you appear before our Judge of our District Court of the United States of America, for the ~~Eastern~~ ^{Northern} District of Oklahoma, at the City of ~~Muskogee~~ ^{Tulsa}, in said District, on or before the twentieth day after service of this Writ, excluding the day thereof, to file answer or other defense to the Bill of Complaint of ~~Jesse A. Tolerton, P.P.~~

~~vs. F. C. Bartlett et al Defendants,~~

this day filed in the Clerk's Office of said Court in said City of ~~Muskogee~~ ^{Tulsa}, then and there to receive and abide by such judgment and decree as shall then or thereafter be made, upon pain of judgment being pronounced against you by default.

To the Marshal of the ~~Eastern~~ ^{Northern} District of Oklahoma to execute and make due return of this Writ, on the 27th, day of APRIL, 192 5

WITNESS the Hon. F. E. KENNAMER, Judge of said Court, this 7th day of APRIL, A. D. 192 5

H. P. WARFIELD,
Clerk.

By L. W. Jones,
Deputy Clerk.

MEMORANDUM.—The above-named defendant s notified that unless they file answer or other defense in the Clerk's Office of said Court, at the City of ~~Muskogee~~ ^{Tulsa} aforesaid, on or before the twentieth day after service, excluding the day thereof, the bill of complaint will be taken pro confesso and a decree entered accordingly.

H. P. WARFIELD, Clerk.

By L. W. Jones, Deputy Clerk.

U. S. Marshal
District of Oklahoma
Eastern District of Oklahoma

Jesse A. Tolerton,
Plaintiff,

vs.
E.C. Bartlett, et. al.,
Defendants,

Chancery Subpoena

Frank Deussen's name
and of Northern Dist. of
Okla served on me
Curry

Compt & Sol.

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA FPMR (41 CFR) 101-11.6

U. S. MARSHAL'S RETURN

Eastern District of Oklahoma, ss:

Received the within Writ 192 and executed the same as follows, to wit: Served on the within-named

1018

....., Marshal.

By, Deputy.

STATE OF OKLAHOMA,
SEMINOLE COUNTY,

SS.

RELEASE OF ALL DEMANDS, AND CLAIMS.

KNOW ALL MEN BY THESE PRESENTS:

That I, V. L. Kiker, for and in consideration of the sum of \$1.00 and other good and valuable considerations to me in hand paid by Amo B. Cutlip, the receipt of which is hereby acknowledged, have remised, released and forever discharged, and by these presents do, for my heirs, executors and administrators, remise, release and forever discharge the said Amo B. Cutlip, her heirs, executors and administrators, as well as the estate of the said C. Guy Cutlip, Deceased, and his heirs, executors and administrators, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, executions, surety obligations, claims and demands whatsoever in law or in equity which against them, or either of them, the said Amo B. Cutlip, C. Guy Cutlip, the estate of C. Guy Cutlip, Deceased, and their respective heirs, executors and administrators, I ever had, now have, or may have by virtue of any obligation now existing or which has existed in the past at any time.

In Witness Whereof I have hereunto set my hand this 21st day of December, 1938.




STATE OF OKLAHOMA,
SEMINOLE COUNTY,

SS.

Before me, the undersigned, a Notary Public within and for said County and State, on this 21st day of December, 1938, personally appeared V. L. Kiker, to me known to be the identical person who executed the above 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.

Witness my hand and official seal the day and year last above written.


Z. Verne Riley

Notary Public.

My Commission Expires,
February 7, 1942.

1494.35

1494.35

1430.00

64.35

64.35

3/138 #85.80

21.45

85.80

1430.00

2430
1000

C. GUY CUTLIP

THE FARMERS NATIONAL BANK 86-391

No. 1700

WEWOKA, OKLA., July 18 1931

PAY TO THE ORDER OF

Two

G. L. Fisher
Hundred no/100

\$ 200⁰⁰

DOLLARS

193__

THIS CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS SHOWN HEREON. ACCEPTANCE BY ENDORSEMENT CONSTITUTES RECEIPT IN FULL.

<u>on note</u>			

C. GUY CUTLIP

C. Guy Cutlip

BY

STATUS YUS 10

M. K. K.

19 Int. Pd. to 19
 19 Int. Pd. to 19
 19 Int. Pd. to 19
 19 Int. Pd. to 19
 19 Int. Pd. to 19
 19 Int. Pd. to 19
 19 Int. Pd. to 19
 19 Int. Pd. to 19
 19 Int. Pd. to 19
 19 Int. Pd. to 19
 19 Int. Pd. to 19
 19 Int. Pd. to 19

\$5000
 or before March 9th 1930
 Wewoka, Oklahoma, *March 9th 1930*
 On this day of 1930, for value received, I, we, or either
 of us, promise to pay to the *V L Kiker*
~~FARMERS NATIONAL BANK~~
 AT ITS OFFICE IN WEWOKA, OKLAHOMA
 or order *Five Thousand and no/100* Dollars, \$ *5000⁰⁰*
 With interest at the rate of 10 per cent per annum from *date* until paid at the
 FARMERS NATIONAL BANK, Wewoka, Oklahoma.
 If interest is not paid annually, each installment thereof, when due, shall be added to and become a
 part of the principal, and thenceforth to draw the same rate of interest. In case of legal proceedings to
 collect this note, or in case this note is handed to an attorney for collection, I agree to pay *\$10.00*
 additional to the amount as an attorney's fee. The drawers, endorsers and sureties severally waive pre-
 sentment, protest and notice of protest and for non-payment of this note and all defenses on the ground
 of any extension or extensions of the time of payment that may be given by the holder or holders to them
 or either of them. ~~This note draws interest at the rate of 10 per cent after maturity.~~
appraisal waived
 No. *(Copy) O Guy Cutler (Copy)*
 P. O. *Amo B Cutler*

Amount \$.....
 Paid \$.....
 Bal. \$.....
 Paid \$.....
 Bal. \$.....
 Paid \$.....
 Bal. \$.....
 Paid \$.....
 Bal. \$.....
 Paid \$.....
 Bal. \$.....

For value received, I (or we) do hereby guarantee payment of within note at maturity or at any time thereafter, consent that the time of payment therein may be extended, and agree to pay all costs and expenses incurred in collecting the same; waiving protest, demand and notice of non-payment.

Principal \$5,000⁰⁰

Credits as follows

3-10-1926	500 ⁰⁰
3-11-1930	930
2-19-1931	200
11-2-1931	300
6-11(7)1932	300
6-3-1933	100
7-19-1935	100

Total Credits 2430

THE FARMERS NATIONAL BANK 86-391

No. 759

WEWOKA, OKLA.

Mar 9 1929

1929

PAY TO THE ORDER OF

Three Hundred fifty & no/100

\$ 350

DOLLARS

192

THIS CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS SHOWN HEREON. ACCEPTANCE BY ENDORSEMENT CONSTITUTES RECEIPT IN FULL.

Rent Jan Feb by Mar	15000
check	350
	<u>15350</u>

C. GUY CUTLIP

By

C. Guy Cutlip

C. GUY CUTLIP
Attorney at Law

Handwritten signature

33920

REAL ESTATE MORTGAGE

This Indenture, Made this 20th day of March 1926, between C. Guy Curtis of Hammon County in the State of Oklahoma, part of the first part, and Hammon County in the State of Oklahoma, part of the second part:

Witnesseth, That said part of the first part, in consideration of the sum of Six Thousand & 25/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey unto said part of the second part, his heirs and assigns, all the following described real estate, situated in the County of Hammon, State of Oklahoma, to wit:

The West twenty five feet of Lots 10-11 & 12 and the West twenty five feet of the South twelve feet of Lot 9 all in Block 20, City of Wewoka Oklahoma according to original plat thereof.

TREASURERS ENCLOSURE I hereby certify that I received and issued receipt No. 2508 therefor payment of mortgage tax on the within map 1926 Dated this 23rd day of March 1926

To Have and To Hold the Same, together with all and singular the tenements, hereditaments and appurtenances thereto, belonging, or in anywise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of One promissory note of even date herewith, described as follows: Even date, due on or before March 20 1927

made to U.L. Krier or order, payable at Wewoka, Oklahoma, with 10% interest per annum from date payable semi-annually and signed by C. Guy Curtis

Said first party hereby covenant that he is owner in fee simple of said premises and that they are free and clear of all incumbrances

That he has good right and authority to convey and encumber the same and he will warrant and defend the same against the lawful claim of all persons whomsoever. Said first party agreed to insure the buildings on said premises in the sum of \$8000.00 for the benefit of the mortgagee, and maintain such insurance during the existence of this mortgage. Said first party agreed to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first party further expressly agreed, that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said plaintiff, \$200.00 as attorney's or solicitor's fees therefor, in addition to all other statutory fees, said fee to be due and payable upon the filing of the petition for foreclosure, and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

The mortgagors, for themselves, their heirs, executors, successors or assigns hereby consent that any action to foreclose this mortgage may be brought in the county in which the land described is situated, and hereby waive any objection to such venue of said action.

Now, if said first party shall pay or cause to be paid to said second part, his heirs or assigns, said sum of money in the above described note mentioned together with the interest thereon according to the terms and tenor of said note and shall make and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly void, otherwise shall remain in full force and effect. If such insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises or any part thereof are not paid before delinquent then the mortgagee may effect such insurance or pay such taxes and assessment and shall be allowed interest thereon at the rate of Ten (10) % per annum until paid, and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt, including attorney's fees and to foreclose this mortgage; and shall become entitled to possession of said premises.

Said first party waive notice of election to declare the whole debt due as above stated and also the benefit of stay, valuation or appraisal laws.

In Witness Whereof, the said part of the first part has hereunto set his hand the day and year first above written. C. Guy Curtis

STATE OF OKLAHOMA,

ACKNOWLEDGMENT

Seminole County, } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this *20th* day of *March* 192*6*, personally appeared *C. Aug. Bailey* 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.

Witness my hand and official seal the day and year above written.

My Com. expires *Dec 10, 1927*, *[Signature]*, Notary Public

STATE OF OKLAHOMA,

ACKNOWLEDGMENT BY MARK

County, } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____ A. D., 192____, personally appeared _____ and _____ to me known to be the identical person who executed the within and foregoing instrument by _____ mark in _____ presence and in the presence of _____ and _____ as witnesses, and acknowledged to me that _____ executed the same as _____ 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 the day and year last above written.

My Com. expires _____, _____, Notary Public

38920 4 INDEXED

REAL ESTATE MORTGAGE

From *C. Aug. Bailey*

[Signature]

State of Oklahoma, _____ County, } SS.

This instrument was filed for record on the day of *March*, 192*6*, at _____

o'clock _____ M., and duly recorded in book _____ of the records of this office. Page _____

STATE OF OKLAHOMA, _____ County Clerk.

I Heretby testify that this instrument was filed for record in my office this _____ day of _____ A. D. 192*6* at _____ o'clock _____ M. and is duly recorded in Record _____ of _____

[Signature]

[Signature]

[Signature]
Lester Press, Wewoka, Okla.

STATE OF OKLAHOMA,

ACKNOWLEDGMENT FOR CORPORATION

County, }

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____ A. D., 192____, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes the set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

My Com. expires _____, _____, Notary Public.

RELEASE OF MORTGAGE

#44414

(Individual Form)

KNOW ALL MEN BY THESE PRESENTS:

BOOK 232 PAGE 533

WHEREAS, on the 20th day of March 1926, a certain mortgage was executed by

C. Guy Cutlip

Mortgagor

to V.L.Kiker

Mortgagee

for the sum of Six Thousand and No/100

DOLLARS

upon the following described real estate, viz:

The West 25 feet of Lots 10, 11 and 12
and the West 25 feet of the South 12 feet of Lot
9 all in Block 20, City of Wewoka, Oklahoma,
according to original plat thereof.

which said mortgage is recorded in Book 214 of Mortgages, on page 302 of the records of Lincoln County, State of Oklahoma.

Whereas, the note secured by said mortgage has been paid in full:

Now, Therefore, I, V.L.Kiker

the above named mortgagee do hereby remise, release and forever quit-claim all right, title, and interest in

and to the above mentioned property which I, V.L.Kiker

may have acquired by virtue of said above named mortgage to C. Guy Cutlip

the said mortgagors, their heirs or assigns, forever.

Witness hand this 13 day of Jan 1927

Jan L. Kiker

STATE OF OKLAHOMA

County of Seminole

SS.

BE IT REMEMBERED, That on this 13th day of February in the year of our Lord one thousand nine hundred and twenty-Seven

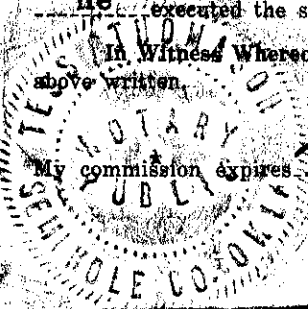
V.L.Kiker

and

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 official signature and affixed my notarial seal the day and year first above written.



May 5th, 1927

Jess Thomas

Notary Public.

44414

No.

Release of Mortgage
(Individual Form)

V.L. Kiker

Mortgagee.

TO

C. Guy Britton

Mortgagor.

STATE OF OKLAHOMA

County of

SS.

This instrument was filed for record on the

day of 10, 19

STATE OF OKLAHOMA

at Seminole County

and duly recorded

in to be by certify that this instrument of the 13th day of February recorded in file office the 10 day of February

A. D. 1927 at 10 o'clock A.M. and is duly recorded in Record 237 Page 237

Jess Thomas Deputy Clerk

COUNTY CLERK

Jess Thomas

1-13-27

C. Guy Britton

city

78450

Release of Real Estate Mortgage

BOOK 336 PAGE 404

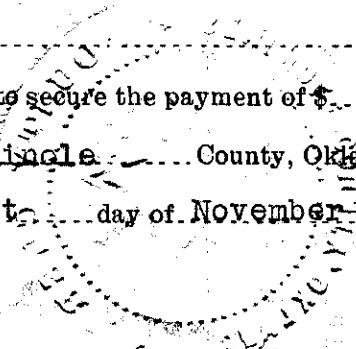
IN CONSIDERATION of the payment of the debt named therein, I hereby release the real estate mortgage made by C. Guy Cutlip & Amo B. Cutlip husband and wife to V. L. Kiker

on the following described property, situate and lying in Seminola County, Oklahoma, to-wit:

The East One Hundred and Twenty five feet of the South Twelve Feet of Lot 9 and the East One Hundred and Twenty Five feet of Lots 10, 11 and 12 in Block 20, City of Wewoka, according to the original plat of said city and town.

and executed on the 3rd day of May, 1926, to secure the payment of \$ 50,000.00 and recorded in the office of the Register of Deeds of Seminola County, Oklahoma, in Book 214 of Mortgages, at page 304

Witness my hand this 1st day of November, 1928.



STATE OF Oklahoma }
--Seminole County, } ss.

Before me, a Notary Public, in and for said County and State, on this 1st day of November 19128
personally appeared V. L. Kiker

to me known to be the identical person... who executed the within and foregoing instrument, and acknowl-
edged to me that... he... executed the same as his... free and voluntary act and deed for the uses and
purposes therein set forth.

Witness my hand and official seal the day and year last above written.

T. T. Thompson
Notary Public.

My Commission expires 3/1/1920

78450

Release of Real Estate Mortgage.

V. L. Kiker

To *Cody Cullis*

STATE OF OKLAHOMA, }
STATE OF OKLAHOMA } ss.
SEMINOLE COUNTY } ss.

I, the undersigned, Clerk of the Register of Deeds for the County of Seminole, Oklahoma, do hereby certify that this instrument was duly recorded in my office on the 1st day of November 19128 at 10:00 o'clock AM of the year 19128.
[Handwritten signatures and notes follow]

By _____ Deputy.
Fees _____

Cody Cullis
FARMERS NATIONAL BANK
WENONA, OKLAHOMA

AFTER 5 DAYS RETURN TO
C. GUY CUTLIP
SUPERIOR COURT JUDGE
SEMINOLE, OKLAHOMA

Kiper -

Mortgages and Releases and notes pd -
2 Che CRs - letter acknowledging \$450.00 check

WEWOKA, OKLA. *July 18* 1935 No. _____

86-937 **SECURITY STATE BANK** 86-937
OF WEWOKA.

PAY TO *V L Kuker* OR BEARER \$ *100*

One Hundred and no/100 DOLLARS

C. Gray Curtis
Trustee

J. J. Allen

WEWOKA, OKLA.

June 3

193*3* No.

86-937

SECURITY STATE BANK

86-937

OF WEWOKA.

PAY TO

U.S. Trust

OR BEARER

\$100⁰⁰

One Hundred and no/100

DOLLARS

on note

C. Guy Curtis
cash

J. P. Walker

Check to V.L. Kiker for \$300
Endorsed by him to R.N. Jackson
& credited upon my note -
original given Kiker to use
as evidence. Check dated 5/2/32

6/21/35

C. C. C. C.

WEWOKA, OKLA

Nov. 2 1931

FARMERS NATIONAL BANK

86-391



PAY TO
THE ORDER OF

W. L. Martin \$ *300*^{*00*}

Three

Hundred and no DOLLARS

C. Guy Carter

J. L. Baker

W. L. KNIGHT, M. D.
WEWOKA, OKLAHOMA

Mr Cutler

Check enclosed for
Bal. of Jan. Recd

I have to day paid
Riper \$1000.00



V. L. KIKER
WEWOKA, OKLA.

Feb. 1, 1933.

Mr. C. Guy Cutlip,
Wewoka, Okla.

Dear Sir:

I have today credited your note and mortgage with \$1,000.00, same being interest in judgment in case No. 18,012 in the District Court of Seminole County.

The said credit is coming to your account from the assignment by W. L. Knight of the above mentioned judgment.

Yours very truly,



VLK/b

THE FARMERS NATIONAL BANK

86-391

No. 246

WEWOKA, OKLA.,

3/71927PAY TO THE
ORDER OFV. L. Riker\$500 =Five Hundred and no/100

DOLLARS

192

THIS CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS SHOWN PERSON. ACCEPTANCE BY ENDORSEMENT CONSTITUTES RECEIPT IN FULL.

<u>Interest on note dated 4/6/25</u>			
<u>to date</u>			

C. GUY CUTLIP

C. Guy Cutlip

Trustee

C. GUY CUTLIP
Trustee

W. H. H. H.

Sticker note -

3-9-25

3-9-26 - 500 ⁰⁰

2430 00

July 1000

\$1430

3-7-27 - PD 500 ⁰⁰

~~7-23-27 - PD 500 ⁰⁰~~

3-9-28 - PD 500 ⁰⁰

3-9-29 - PD 500 ⁰⁰

3-10-30 PD 500 ⁰⁰

THE FARMERS NATIONAL BANK 86-391

No. 528

Wewoka, Okla., March 9th 1928

PAY TO THE ORDER OF

V. L. Rutter \$ 150⁰⁰
One Hundred fifty 00/100 DOLLARS

192

THIS CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS SHOWN HEREON. ACCEPTANCE BY ENDORSEMENT CONSTITUTES RECEIPT IN FULL.

Interest	500	00
Rent - Sept to Apr 1st 1928	50	00
Check for bal	150	00
enclosed		

C. GUY CUTLIP

By

C. Guy Cutlip

C. GUY CUTLIP
Attorney at Law

J. P. McLean

C. GUY CUTLIP

THE FARMERS NATIONAL BANK 86-391

No. 984

WEWOKA, OKLA. Mar 10 1930

PAY TO THE ORDER OF

V. L. Tucker
Nine Hundred Thirty Five 00
00 DOLLARS

19____ THIS CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS SHOWN HEREON. ACCEPTANCE BY ENDORSEMENT CONSTITUTES RECEIPT IN FULL.

Rent Apr 1 to Jan 1 @ 50	450	=
" Jan 1 to Apr 1 @ 40	120	-
	570	-
to check	930	✓
Inter 500 ⁰⁰ Prin 1000 ⁰⁰	1500	✓

C. GUY CUTLIP

By C. Guy Cutlip

W. H. Miller

V. L. KIKER
WEWOKA, OKLA.

Feb. 19, 1932.

Mr. C. Guy Outlip,
Seminole, Oklahoma.

Dear Judge:

This is to advise that I have
charged your account with \$400.00 interest
on loan and have credited it with rent
for this amount.

Yours very truly,

V. L. Kiker
B.

VLK/b