

State of Oklahoma, County of Tulsa, SS

On this 22 day of June A.D. 1908, before me, the undersigned, a Notary Public in and for said County and State, personally appeared J.M. Crutchfield and Nellie D. Crutchfield, his wife, to me personally known to be the identical persons described in and who executed the forgoing mortgage, and acknowledge that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

My commission as Notary Public will expire on the Third day of

June A.D. 1912.

Witness my hand and notarial seal, the day and year first above written.

(SEAL)

W.S. Bailey

Notary Public

Filed for record Jun 22¹⁹⁰⁸ at 4:30 P.M.

(SEAL)

H.C. Walkley, Reg of Deeds

COMPARED

REAL ESTATE MORTGAGE

H.S. Condon and his wife Jennie Condon

TO

Farm and Home Savings Loan Association of Missouri.

THIS INDENTURE, Made this Twentieth day of June 1908 between H.S. Condon and his wife, Jennie Condon in Tulsa County and State of Oklahoma, parties 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 parties of the first part, for and in consideration of the sum of Six Hundred and No/100 Dollars in hand paid by 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 Tulsa and State of Oklahoma, to-wit:-

That part of lot number six (6) which adjoins lot number seven (7) and has a frontage of thirty (30) feet on Cheyenne Avenue and a depth of One Hundred and forty (140) feet, to an alley with a uniform width of thirty (30) feet and that part of lot number seven (7) adjoining lot number six (6) having a frontage of twenty (20) feet on Cheyenne Avenue the northerly line extending from a point on Cheyenne Avenue twenty (20) feet northerly from the southwest corner of said lot number seven (7) to a point on line of the alley ten (10) feet northerly from the southeast corner of said lot, all in block numbered four (4) in the City of Tulsa Oklahoma; and all improvements thereon.

and all right, title, estate and interest of said grantors 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 parties of the first hereby covenant with said part of the second part, its successors and assigns, that at the delivery hereof they are the true and lawful owners of the said 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~~ 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 parties of the first part, loaned and advanced to H.S. Condon and his wife Jennie Condon the sum of Six Hundred Dollars.

AND WHEREAS Said parties 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 judgement for any statutory lien claims, and may invest such sums as may be necessary to protect the title of possession of said premises; including all costs, and for 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 H.S. Condon and his wife, Jennie Condon did on the 20 day of June 1908, 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:-