

No. 212472 CH

MORTGAGE RECORD No. 415

(loan 909)

THIS INDENTURE, Made this 16th day of October, 1922, between
Stella M. Burgher and G. E. Burgher her husband
in Tulsa County, and State of Oklahoma, part ies of the first part, and the
Tulsa Building LOAN ASSOCIATION, a corporation organized under the laws of the State of Oklahoma, party of the second part.
WITNESSETH, That the said part ies of the first part, for and in consideration of the sum of
Fifteen Hundred and 00/100 DOLLARS,
in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, ha ve sold and by these presents do GRANT,
BARGAIN, SELL, 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:
Lot Seventeen (17) in Block One (1)
of Clarke Addition to Tulsa Tulsa
County Oklahoma according to the
recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 15.00 and issued
Receipt No. 5272 therefor in payment of mortgage
tax on the within mortgage.

Dated this 22 day of Oct 1922

WAYNE L. DICKEY, County Treasurer

Deputy

And all right, title, estate and interest of said grantor in and to said premises, including all homestead rights, which are hereby 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. A first and specific lien is hereby granted on all rentals and profits accruing from said property from and after this date.

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 Stella M. Burgher and G. E. Burgher her husband 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 Stella M. Burgher and G. E. Burgher her husband 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 the part ies of the first part, loaned and advanced to

Stella M. Burgher and G. E. Burgher her husbandFifteen Hundred and 00/100 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 By-Laws of said Association, these presents shall be security.

AND WHEREAS, the said Stella M. Burgher and G. E. Burgher her husband
16th day of October, 1922
did on the Tulsa Building & LOAN ASSOCIATION their note or obligation, which is made a part hereof and in the words and figures as follows, to-wit:

NOTE OR OBLIGATION

Tulsa, Okla., October 16, 1922

We Stella M. Burgher and G. E. Burgher her husband
For Value Received, promise to pay to the order of Tulsa Building & LOAN ASSOCIATION, the following sums of money viz:
The sum of Fifteen and 00/100 DOLLARS,
the same being the monthly dues on the 15 shares of the capital stock of said Association, represented and evidenced by the
Certificate therefor numbered 5266 this day pledged by Stella M. Burgher and G. E. Burgher her husband
to said Association to secure a loan of
Fifteen Hundred and 00/100 DOLLARS, and the sum of
Eleven and 93/100 DOLLARS; the same being the interest
due monthly upon said sum so borrowed by us And we promise to pay said Association at its Home Office at Tulsa Oklahoma
the said sums of money, amounting in the aggregate to Twenty six and 93/100 DOLLARS;
on the 15th day of each and every month, and continue such monthly payments for a term of 78 months from the date hereof.