

No. 207861 CH

## MORTGAGE RECORD No. 415

COMPARED

THIS INDENTURE, Made this 15th day of August 1922 Between  
Leila M. Holzhaus and W.L. Holzhaus her husband  
 in Tulsa County, and State of Oklahoma, part 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 party ies of the first part, for and in consideration of the sum of Thirty-five hundred and no/100 DOLLARS,  
 in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, ha. V.G 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 Three (3) in Block Eleven(11) of the  
Re-sub Division of Block Six (6) and Lots  
One (1), Two (2) and Three (3) Block Four (4)  
in Terrace Drive Addition to the city of Tulsa.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 250 and issued  
 Receipt No. 4125 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 1 day of Sept 1922  
WAYNE L. DICKEY County Treasurer  
R. W.

And all right, title, estate and interest of said grantor s in and to said premises, including all homestead rights, which are hereby waived and released, to-  
 gether 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 par-  
 ticular, 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 party ies of the first part hereby  
 covenant with said party of the second part, its successors and assigns, that at the delivery hereof Leila M. Holzhaus and W.L. Holzhaus  
her husband  
 the true and lawful owner s of the said premises above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all  
 incumbrances; that there is no one in adverse possession of same and that Leila M. Holzhaus and W.L. Holzhaus 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

Leila M. Holzhaus and W.L. Holzhaus her husband the sum of  
Thirty-five hundred and no/100 DOLLARS.

AND WHEREAS, said party ies of the first part agree with the said party of the second part, its successors and assigns, to pay all taxes and assess-  
 ments, general and special, against said lands and improvements thereon, when due, and to keep said improvements in good repair, and to keep the build-  
 ings thereon constantly insured in such company or companies as said second party may designate and the policy or policies of insurance constantly trans-  
 ferred 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 statu-  
 tory 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 repay-  
 ment 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 Leila M. Holzhaus and W.L. Holzhaus her husband  
 did on the 15th day of August 1922 make and deliver to the  
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. Aug: 15th. 1922

For Value Received We promise to pay to the order of Tulsa Building & LOAN ASSOCIATION, the following sums of money viz:  
 The sum of Twenty Three and 27/100 DOLLARS,  
 the same being the monthly dues on the 35 share s of the capital stock of said Association, represented and evidenced by the  
 Certificate therefor numbered 3098 this day pledged by Leila M. Holzhaus and W.L. Holzhaus her husband

to said Association to secure a loan of  
Thirty-five hundred and no/100 DOLLARS, and the sum of  
Twenty-seven and 83/100 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 Fifty One and 10/100 DOLLARS;  
 on the 15th day of each and every month, and continue such monthly payments for a term of 106 months from the date hereof.