

THIS INDENTURE, Made this Fifteenth day of January, 1923, between
Mabel S. Stetler and W.P. Stetler her husband

in Tulsa County, and State of Oklahoma, parties 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 parties of the first part, for and in consideration of the sum of

Two Thousand and 00/100 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,

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:

The Easterly Thirty-five (35) feet of the Westerly Seventy-five (75) feet of the Southerly Fifty (50) feet of that part of Owen Addition to the city of Tulsa, Oklahoma marked on the Recorded plat thereof, as "Reserva for C.A. Owen." more particularly described as follows, to-wit: Beginning at a point on the North line of Easton Street a distance of One Hundred (100) feet west of the Northwest corner of the intersection of Easton and Elwood Streets, in the city of Tulsa, Oklahoma thence in a northerly direction running parallel to Elwood Street a distance of Fifty (50) feet, thence in an Easterly direction running parallel to Easton Street, a distance of Thirty-five (35) feet thence in a southerly direction running parallel to Elwood Street a distance of Fifty (50) feet to the North line of Easton Street thence in a Westerly direction running along the North line of Easton Street, a distance of Thirty-five (35) feet to a point of beginning.

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 covenants, 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 parties of the first part hereby covenant with said party of the second part, its successors and assigns, that at the delivery hereof Mabel S. Stetler and W.P. Stetler her husband the true and lawful owners 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 Mabel S. Stetler and W.P. Stetler 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 parties of the first part, loaned and advanced to

Mabel S. Stetler and W.P. Stetler her husband

the sum of Two Thousand and 00/100 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 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 Mabel S. Stetler and W.P. Stetler her husband

did on the Fifteenth day of January, 1923 make and deliver to 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

Jan. 15, 1923
Tulsa, Okla.

For Value Received We promise to pay to the order of Tulsa Building & LOAN ASSOCIATION, the following sums of money viz:

The sum of Thirteen and 30/100 DOLLARS,

the same being the monthly dues on the 20 shares of the capital stock of said Association, represented and evidenced by the

Certificate therefor numbered 3520 this day pledged by Mabel S. Stetler and W.P. Stetler her husband

to said Association to secure a loan of

Two Thousand and 00/100 DOLLARS, and the sum of

Fifteen and 90/100 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 Nine and 20/100 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.