

296

COMPARED

No. 222361 C. J. J.

MORTGAGE RECORD No. 415

THIS INDENTURE, Made this 15th day of February, 1923, between  
Harry Montague

In Tulsa County, and State of Oklahoma, part 198 of the first part, and the  
HOME SAVINGS AND LOAN ASSOCIATION, a corporation organized under the laws of the State of Oklahoma, party of the second part.

WITNESSETH, That the said part 198 of the first part, for and in consideration of the sum of  
Three thousand and no/100 DOLLARS,

In hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, haS sold and by these presents 1988 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) Block Two (2), Lloyd Addition to the  
City of Tulsa, Oklahoma, according to the recorded  
plat thereof and all improvements thereon.

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, 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 part V of the first part hereby  
convenant with said party of the second part, its successors and assigns, that at the delivery hereof he is

the true and lawful owner 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 he  
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 V of the first part, loaned and advanced to Harry Montague

the sum of  
Three Thousand and no/100 DOLLARS.

AND WHEREAS, said part V of the first part agree S 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 Harry Montague  
did on the 15th day of February, 1923,  
HOME SAVINGS AND 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. February 15th, 1923

For Value Received I promise to pay to the order of HOME SAVINGS AND LOAN ASSOCIATION, the following sums of money viz:  
The sum of Twenty-two and 80/100 DOLLARS,  
the same being the monthly dues on the 30 share S of the capital stock of said Association, represented and evidenced by the  
Certificate therefor numbered E-126 this day pledged by Harry Montague

to said Association to secure a loan of  
Three Thousand and no/100 DOLLARS, and the sum of  
Twenty-four and no/100 DOLLARS; the same being the interest

due monthly upon said sum so borrowed by me And I promise to pay said Association at its Home Office at Bartlesville  
Oklahoma  
the said sums of money, amounting in the aggregate to Forty-six and 80/100 DOLLARS;  
on the 15th day of each and every month, and continue such monthly payments for a term of 100 months from the date hereof.