

207371 G. J.

REAL ESTATE MORTGAGE COMPARED

REASURER'S ENDORSEMENT
I hereby certify that I received \$15.00 and issue
Receipt No. 4372 therefor in payment of mortgage
tax on the within mortgage.

Dated this 21 day of Aug 1922
WAYNE L. DICKEY County Treasurer
G. Barrett Deputy

THIS INDENTURE, Made this Nineteenth day of August
1922, between Joe Kraus and his wife, Fannie Kraus
in T U L S A 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 considera-
tion of the sum of Fifteen Thousand 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 succes-
sors and assigns forever, all the following described real estate, lying and situated
in the County of Tulsa and State of Oklahoma, to-wit:

All of the South Eleven (S.11) feet of Lot number Twelve (12)
and all of Lot number Thirteen (13) in Block number thirty six (36)
in the original town or City of Sand Springs, Oklahoma, according
to the recorded plat thereof, 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 suc-
cessors 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 they
are 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 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 Joe Kraus and his wife, Fannie Kraus
the sum of Fifteen Thousand 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 in-
vest 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 Constitution and By-Laws of the said Association,
these presents shall be security.