

WITNESSETH: That the said parties 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, have sold and by these presents do grant, 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 ten (10) Block four (4) Bellevue 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 grantors 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 became 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 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, 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 encumbrances; 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 the parties of the first part, loaned and advanced to Joseph Brauch and Lena Brauch, his wife the sum of Three thousand and no/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 judgement 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 Joseph Brauch and Lena Brauch, his wife, did on the 15th day of September, 1922, make and deliver to the said Home Savings and Loan Association their ^{and} note or obligation, which is made a part hereof/in words and figures as follows, to-wit:

NOTE OR OBLIGATION.

Burtlesville, Oklahoma, September 15th, 1922.

For value received we promise to pay to the order of the Home Savings and Loan Association, the following sums of money, viz: The sum of twenty eight and 20/100 dollars, the same being the monthly dues on the 30 shares of the capital stock of said Association, represented and evidenced by the certificate therefor numbered D-100 this day pledged