MORTGAGE RECORD No. 447

THIS INDENTURE, Made this Sixteenth day of April , 1923 , between
in
TULIA BUILDING ANDLOAN ASSOCIATION, a corporation organized under the laws of the State of Oklahoma, party of the second part.
WITNESSETH, That the said part 198of the first part, for and in consideration of the sum of
Seven Thousand and 00/100 Dollars,
in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, ha. Yesold and by these presents. doGRANT,
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 South Four and Three-tenths (S.4.3) feet of Lot Three
(3) and the North Forty-eight (48) feet of Lot Four (4)
Block Five (5), North Tulsa, Indian Territory, Cherokee
Nation, now the city of Tulsa, Oklahoma, being a frontage
on North Cheyenne Avenue, Tulsa, Oklahoma, according to
the Recorded plat thereof.
Thereby Combined the Courses S. 700 and issued
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VANNE L. DRAMY, County Treasurer
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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, 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. 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 partof the first part hereby covenant with said party of the second part, its successors and assigns, that at the delivery hereof
the true and lawful owner_S_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
John Moskowitz and Lena Moskowitz, his wife, 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, wherens, the said party of the second part at the special instance and
request of the part 1.0 Sf the first part, loaned and advanced to
. John Moskowitz and Lena Moskowitz, his wife, the sum
ofSeven Thousand and 00/100DOLLARS,
AND WHEREAS, said part 1.6 Softhe 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 my 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 John Moskowitz and Iena Moskowitz, his wife,
did on the Sixteenth day of April, 1923, make and deliver to the
TULSA_BULIDING_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 April 16, 192 3
Tulsa, Oklahoma, AND Tulsa, Oklahoma, AND For Value Received We promise to pay to the order of TUISA BUILDING/ LOAN ASSOCIATION, the following sums of money viz:
For Value Received We promise to pay to the order of TUISA BUILDING/ LOAN ASSOCIATION, the following sums of money viz: The sum of Forty-six and 54/100 DOLLARS,
the same being the monthly dues on the 70 share. S of the capital stock of said Association, represented and evidenced by the
Certificate therefor numbered 3899 this daypledged by
John Moskowitz and Lens Moskowitz, his wife to said Association to secure a loan of
Seven Thousand and 00/100 DOLLARS, and the sum of
Fifty-five and 66/100 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 Okla homa
the said sums of money, amounting in the aggregate to One Hundred Two and 20/100 DOLLARS;
on the 15th day of each and every month, and continue such monthly payments for a term of106months from the date hereof.

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