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THIS INDENTURE, Made this law of March 192 3, between Eli Stein and Bertha Stein, his wife
in Tulsa County, and State of Oklahoma, part 198 the first part, and the
TULSA BUILDING AND LOAN ASSOCIATION, a corporation organized under the laws of the State of Okiahoma, party of the second part.
WITNESSETH, That the said part 168 of the first part, for and in consideration of the sum of
Six Thousand Dollars,
in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, ha Ve 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 East Eighty Six and Two Thirds (86 2/3rd) feet of
Tots Four (4) Five (5) and Six (6) in Block Eighteen
(18) Burgess Hill Addition to the city of Tulsa, Okla.
according to the Recorded Plat thereof,
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And all right, title, estate and interest of said grantor. In and to said premises, including all homestcad 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 part ies of the first part hereby covenant with said party of the second part, its successors and assigns, that at the delivery hereof
Eli Stein and Bertha Stein 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 in-
cumbrances; that there is no one in adverse possession of same and that
Eli Stein and Bertha Stein 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 ie & f the first part, loaned and advanced to
Eli Stein and Bertha Stein the sum
of Six Thousand and no/100 Dollars,
AND WHEREAS, said part. 188 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 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 Eli Stein and Bertha Stein, his wife
did on the 15th day of March 1923 make and deliver to the
PULSA_BUITDING_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, Oklahoma, AND March 15, 1923
For Value Received W6 promise to pay to the order of TUISA BUILDING LOAN ASSOCIATION, the following sums of money viz:
The sum of Thirty-nine and 90/100 DOLLARS,
the same being the monthly dues on the 60 share. S the capital stock of said Association, represented and evidenced by the
Certificate therefor numbered 3720 this day pledged by
Eli Stein and Bertha Stein, his wife to said Association to secure a loan of
Six Thousand and 00/100DOLLARS, and the sum of
Forty-seven and 70/100 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 toEighty-seven_and_60/100DOLLARS;
on the 15th day of each and every month, and continue such monthly payments for a term of
on one took day of their aid eyery monen, and containe outh monenty paymones to a certification of the aid includes from the date fields.