

COMPARED

No. 231834 C.M.J. MORTGAGE RECORD No. 447

149

THIS INDENTURE, Made this 15th day of May, 1923, between E. M. Posey and Rubie Posey, his wife,

in Tulsa County, and State of Oklahoma, parties 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 party is of the first part, for and in consideration of the sum of Four 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, 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 Eleven (11), Block Forty-four (44), Original Town of Sand Springs, Oklahoma, according to the recorded plat thereof, together with all improvements thereon.

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9776  
MAY 24 1923  
WAYNE L. BERRY, County Treasurer  
a.g.

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, 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 party is 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 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

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 party is of the first part, loaned and advanced to

E. M. Posey and Rubie Posey, his wife the sum of Four Thousand and No/100 DOLLARS,

AND WHEREAS, said party is 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 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 E. M. Posey and Rubie Posey, his wife, did on the 15th day of May 1923, make and deliver to the 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  
Bartlesville, Oklahoma Tulsa, Oklahoma May 15th, 1923.

For Value Received we promise to pay to the order of TULSA BUILDING AND LOAN ASSOCIATION, the following sums of money viz: The sum of Fifty-six and no/100 DOLLARS,

the same being the monthly dues on the 40 share of the capital stock of said Association, represented and evidenced by the Certificate therefor numbered A-364 this day pledged by E. M. Posey

to said Association to secure a loan of Four Thousand and No/100 DOLLARS, and the sum of

Thirty-two and No/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 Bartlesville, Oklahoma,

the said sums of money, amounting in the aggregate to Eighty-eight and No/100 DOLLARS;

on the 15th day of each and every month, and continue such monthly payments for a term of 60 months from the date hereof.