No. 233398 C.M.J.

MORTGAGE RECORD No. 447

THIS INDENTURE, Made this Fifteenth day of June , 1923 , between
A. C. Barr and Emma Barr, his wife,
Tulsa Gounty, and State of Oklahoma, parties of the first part, and the
TULSA BUILDING AND LOAN ASSOCIATION, a corporation organized under the laws of the State of Oklahoma, party of the second part.
WITNESSETH, That the said part 1.es of the first part, for and in consideration of the sum of
Four Thousand and 00/100 DOLLARS,
in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, ha. Vesold and by these presentsdoGRANT,
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 ofand State of Oklahoma, to-wit:
Tota Puro (2) and Physic (3) Place Throat Throat
Lots Two (2) and Three (3), Block Twenty-six (26) Phillips Re-subdivision of Blocks Twenty Five (25)
Twenty-six (26), Twenty-seven (27) and Twenty-eight
(28) of Irving Place Addition to the city of Tulsa,
Oklahoma, according to the Recorded plat of same.
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Receipt No. 1009 the entry them of mongage
tax multip within morreage
WAYNE L. Dickliff, Sounty Treasurer
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And all right, title, estate and interest of said grantor. Sin 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 part 100 of the first part hereby covenant with said party of the second part, its successors and assigns, that at the delivery hereof. A. C. Barr and Emma Barr, his wife, the true and lawful owner. Sof 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
A. C. Barr and Emma Barr, 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 who express the said parts of the result of t
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 est first part, loaned and advanced to
A. C. Barr and Emma Barr, his wife, the sum
of Four Thousand and 00/100 DOLLARS,
AND WHEREAS, said part 4.8 of the first part agreewith 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 a 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 A. C. Barr and Emma Barr, his wife,
did on the Fifteenth day of June, 1923 make and deliver to the
PULSA BUILDING 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, June 15, 1923 192 DULLA BULLDING AND
For Value Received. We promise to pay to the order of ULSA BUILDING LOAN ASSOCIATION, the following sums of money viz:
The sum of Twenty-six and 60/100 DOLLARS,
the same being the monthly dues on theSof the capital stock of said Association, represented and evidenced by the
Certificate therefor numbered 4011 this day pledged by
A. C. Barr and Emma Barr, his wife. to said Association to secure a loan of
Four Thousand and 00/100 DOLLARS, and the sum of
Thirty-one and 80/100 DOLLARS; the same being the interest
due monthly upon said sum so berrowed by us and we promise to pay said Association at its Home Office at Tulse, Oklahoms.
the said sums of money, amounting in the aggregate to Fifty-eight and 40/100 DOLLARS;
on the 15th day of each and every month, and continue such monthly payments for a term of
on the 10th day of each and every month, and continue such monthly payments for a term of