THIS INDENTURE, Made this Second July ,1923 , between
in. Tul sa
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 168 of the first part, for and in consideration of the sum of
in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, ha. Velid and by these presents. do
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 and State of Oklahoma, to-wit:
lying and attaced in the South of State
The East Fifty (50) feet of the South One Hundred Fifty (150) feet of Lot Two (2), Block Eight (8), Highlands
Addition to the city of Tulsa, Oklahoma, according to
the Recorded plat thereof.
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TO HAVE AND TO HOLD THE SAME unto said party of the second part, its successors and assigns forever. Said part_1986 the first part hereby covenant with said party of the second part, its successors and assigns, that at the delivery hereof. W. K. Summer and Bessie Summer, his wife, 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 incumbrances; that there is no one in adverse possession of same and that.
W. R. Summer and Bessie Summer, his wife, will warrant and defend the same against the lawful and equitable claims of all persons whomsoever.
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 ies the first part, loaned and advanced to
W. R. Summer and Bessie Summer, his wife, the sum
of One Thousand and 00/100 DOLLARS,
AND WHEREAS, said part 108 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 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 W. R. Summer and Bessie Summer, his wife
did on the Second day of July, 1923, make and deliver to the
TULSA 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, ANDJUL 2, 1923
For Value Received We promise to pay to the order of TUIS A BUILDING LOAN ASSOCIATION, the following sums of money viz:
The sum of
the same being the monthly dues on the 10 share 5 of the capital stock of said Association, represented and evidenced by the
Certificate therefor numbered 4117 this day pledged by
W. R. Summer and Bessie Summer, his wife, to said Association to secure a loan of
One Thousand and 00/100 DOLLARS, and the sum of
Seven and 95/100 DOLLARS; the same being the interest
due monthly upon said sum so borrowed by us and We promise to pay said Association at its Heme Office at Tul Sa Oklahoma
the said sums of money, amounting in the aggregate to Seventeen and 95/100 DOLLARS;
on the 15th day of each and every month, and continue such monthly payments for a term of