

COMPARED

No. 236282 - 311

MORTGAGE RECORD No. 447

213

THIS INDENTURE, Made this Twentieth day of July, 1923, between  
Ivan F. Stewart, a single man  
in Tulsa County, and State of Oklahoma, party 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 party of the first part, for and in consideration of the sum of  
Two thousand and 00/100 DOLLARS,

in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has sold and by these presents does 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 half (E $\frac{1}{2}$ ) of lot ten (10) Block four (4)  
Highlands addition to the City of Tulsa, according  
to the recorded plat thereof,

TREASURER'S RECEIPT

I hereby certify that I received \$2.00 and issued  
Receipt No. 10752 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 23 day of July, 1923

W. W. Stuckey, County Treasurer

P. C. B.

Deputy

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 of the first part hereby covenant with said party of the second part, its successors and assigns, that at the delivery hereof Ivan F. Stewart, a single man 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 Ivan F. Stewart, a single man

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 of the first part, loaned and advanced to Ivan F. Stewart, a single man,

the sum of Two thousand and 00/100 DOLLARS,

AND WHEREAS, said party of the first part agrees 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 Ivan F. Stewart, a single man, did on the Twentieth day of July 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, July 20, 1923

For Value Received, I promise to pay to the order of Tulsa Building and LOAN ASSOCIATION, the following sums of money viz:

The sum of Thirteen and 30/100 DOLLARS,  
the same being the monthly dues on the 20 shares of the capital stock of said Association, represented and evidenced by the Certificate therefor numbered 4194 this day pledged by Ivan F. Stewart,

to said Association to secure a loan of Two thousand and 00/100 DOLLARS, and the sum of Fifteen and 90/100 DOLLARS; the same being the interest due monthly upon said sum so borrowed by me and I promise to pay said Association at its Home Office at the said sums of money, amounting in the aggregate to Twenty nine and 20/100 DOLLARS; August 15, 1923, on the 15th day of each and every month, and continue such monthly payments for a term of 106 months from the date hereof.