

COMPARED

No. 236705 C.M.J.

MORTGAGE RECORD No. 447

219

THIS INDENTURE, Made this 16th day of July, 1923, between

W. Warren Ferrell

in Tulsa

County, and State of Oklahoma, part Y. of the first part, and the

HOME SAVINGS AND LOAN LOAN ASSOCIATION, a corporation organized under the laws of the State of Oklahoma, party of the second part.

WITNESSETH, That the said part Y. of the first part, for and in consideration of the sum of

Thirty-two Hundred and No/100 DOLLARS,

in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, ha. S. 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:

Lot Nineteen (19), Block Seven (7) Hillcrest Addition
to the city of Tulsa, Oklahoma, according to the re-
corded plat thereof, together with all improvements
thereon.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$32.00 and issued
Receipt No. 10-853 therefor in payment of mortgage
tax on the within mortgage.

Dated this 28th day of July, 1923

W. W. Stucky, County Treasurer

W. W. Stucky

Secretary

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 part Y. of the first part hereby covenants with said party of the second part, its successors and assigns, that at the delivery hereof

he is

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

he

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 Y. of the first part, loaned and advanced to

W. Warren Ferrell

the sum

Thirty-two Hundred and No/100

DOLLARS,

AND WHEREAS, said part Y. of the first part agree S. 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 W. Warren Ferrell

did on the 16th day of July, 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, Tulsa, Oklahoma, July 16th, 1923.

For Value Received, I promise to pay to the order of HOME SAVINGS AND LOAN ASSOCIATION, the following sums of money viz:

The sum of Twenty-four and 32/100 DOLLARS,

the same being the monthly dues on the 32 share S. of the capital stock of said Association, represented and evidenced by the

Certificate therefor numbered E-183 this day pledged by

W. Warren Ferrell

to said Association to secure a loan of

Thirty-two Hundred and No/100

DOLLARS, and the sum of

Twenty-five and 60/100

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 Bartlesville, Oklahoma

the said sums of money, amounting in the aggregate to Forty-nine and 92/100 DOLLARS;

on the 15th day of each and every month, and continue such monthly payments for a term of 100 months from the date hereof.