No. 237640 C.M.J. MORTGAGE RECORD No. 447

THIS INDENTURE, Made this 16th day of July , 192 3, between
E. M. Posey and Rubie Posey, his wife,
in Tulsa County, and State of Oklahoma, partless the first part, and the HOME 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 198 of the first part, for and in consideration of the sum of
One Thousand and No/100 Dollars,
in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, ha. Vesold and by these presents
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 thereo, together with all improvements thereon.
TREASURER'S ENDORSEMENT
I hereby certify that I received \$ \(\lambda \lambda \lambda \lambda \) and issued Receipt No. \(\lambda \
tax on the within mortgage.
Www. Stuckey County Treasurer
PLB.
I hereby certify that I received's L. Q. and issued Receipt No. Z. 2. 2. therefor in payment of mortgage tax on the within mortgage. Dated this 2 day of aug. 1923 W. Stuckey County Treasurer Deputy.
And all right, title, estate and interest of said grantor. Sin and to said premises, including all homestcad 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 S. of the first part hereby
covenant with said party of the second part, its successors and assigns, that at the delivery hereofthey are
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
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 paries of the first part, loaned and advanced to
E. M. Posey and Rubie Posey, his wife, the sum
of One Thousand and No/100 DOLLARS,
AND WHEREAS, said part. 195 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 E. M. Posey and Rubie Posey, his wife
did on thel6thday ofJuly, 1923make 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 - Tulse, Oklahoma, July 16th, 1923. 192
For Value Received We promise to pay to the order of HOME SAVINGS LOAN ASSOCIATION, the following sums of money viz:
The sum ofFourteen and No/100DOLLARS,
the same being the monthly dues on the 10 share. S of the capital stock of said Association, represented and evidenced by the
Certificate therefor numbered. A-392 this day pledged by E. M. Posey
One Thousand and No/100 to said Association to secure a loan of
Eight and No/100 DOLLARS, and the sum of
DOLLARS; the same being the interest
The Later of the Control of the Cont
due monthly upon said sum so horrowed by US and WO promise to pay said Association at its Home Office at BATTLESVILLE.
due monthly upon said sum so borrowed by US and We promise to pay said Association at its Home Office at Bartlesville. Oklahoma Oklahoma 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.