

COMPARED

No. 238078 C.M.J.

MORTGAGE RECORD No. 447

248

THIS INDENTURE, Made this 15th day of August, 1923, between  
O. L. Stewart and Frances B. Stewart, his wife,

in Tulsa County, and State of Oklahoma, part 1st the first part, and the  
HOME SAVINGS AND LOAN ASSOCIATION, a corporation organized under the laws of the State of Oklahoma, party of the second part.

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of  
Five Thousand and No/100 DOLLARS,

in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have sold and by these presents do 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 South Twenty-five (25) feet of Lot Five (5) and the North  
Thirty-seven and one-half (37½) feet of Lot Six (6), Block  
Twenty-one (21), Oakridge Addition to Sand Springs, Oklahoma,  
according to the recorded plat thereof, together with all  
improvements thereon.

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$5,000.00 and issued  
Receipt No. 11112 therefor in payment of mortgage  
tax on the within mortgage  
Dated this 15th day of August, 1923  
W. W. Stucky, County Treasurer  
R. 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, to-  
gether 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 par-  
ticular, 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 1st of the first part hereby  
covenant with said party of the second part, its successors and assigns, that at the delivery hereof

they are  
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 in-  
cumbances; 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 part 1st the first part, loaned and advanced to

O. L. Stewart and Frances B. Stewart, his wife the sum  
of Five Thousand and No/100 DOLLARS,

AND WHEREAS, said part 1st of the first part agree with the said party of the second part, its successors and assigns, to pay all taxes and assess-  
ments, general and special, against said lands and improvements thereon, when due, and to keep said improvements in good repair, and to keep the build-  
ings thereon constantly insured in such company or companies as said second party may designate and the policy or policies of insurance constantly trans-  
ferred 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 O. L. Stewart and Frances B. Stewart, his wife  
did on the 15th day of August, 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, Oklahoma, August 15, 1923.

For Value Received, We promise to pay to the order of HOME SAVINGS AND LOAN ASSOCIATION, the following sums of money viz:  
The sum of Forty-seven and No/100 DOLLARS,  
the same being the monthly dues on the 50 share of the capital stock of said Association, represented and evidenced by the  
Certificate therefor numbered D-133 this day pledged by

O. L. Stewart to said Association to secure a loan of  
Five Thousand and No/100 DOLLARS, and the sum of  
Forty and No/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 Home Office at Bartlesville,  
Oklahoma the said sums of money, amounting in the aggregate to Eighty-seven and No/100 DOLLARS;  
on the 15th day of each and every month, and continue such monthly payments for a term of 84 months from the date hereof.