THIS INDENTURE, Made this. 10th day of September , 192 3, between
in Tulsa
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. 188 of the first part, for and in consideration of the sum of
Twelve Hundred and No/100 dollars,
in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, ha. VSsold 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 Sixteen (16) Block Twenty Two (22) College Addition
to the city of Tulsa, Okla. and Lot Six (6) of Re-subdivision
of Block Eleven (11) East Lynn Addition to the city of Tulsa,
Okla. according to the Recorded Plat thereof,
TREASURER'S ENDORSEMENT tax on the within Tourist covided & 21 and issued Mr. W. Sharing of Least of managere
Thereby cortion that trace in the monte of monte of the state of the s
The William T there are a work of the will be will be will be the will be will
Dated Bis // therefor in property and in
W. W. Show of market
ALBERT CONTROL OF THE PROPERTY
a formation
The contract of the contract o
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. 1930f the first part hereby
covenant with said party of the second part, its successors and assigns, that at the delivery hereof
S. H. Roberts and Audey Roberts 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
S. H. Roberts and Audey Roberts 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 parties the first part, loaned and advanced to
S. H. Roberts and Audey Roberts the sum
of Twelve Hundred and No/100 DOLLARS,
AND WHEREAS, said part ISS 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 teep 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 S. H. Roberts and Audey Roberts, his wife
did on the 10th September 1923 make and deliver to the
TULSA BUILDING ANDLOAN 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, Sept. 10th, 1923
For Value Received_W9promise to pay to the order ofTULSA_BUILDING/LOAN ASSOCIATION, the following sums of money viz:
The sum of
the same being the monthly dues on the
Certificate therefor numbered 4322 this day pledged by
S. H. Roberts and Audey Roberts to said Association to secure a loan of
Twelve Hundred and No/100 DOLLARS, and the sum of
Nine and 54/100 DOLLARS; the same being the interest
due monthly upon said sum so borrowed by
the said sums of money, amounting in the aggregate to Twenty. One. and 54/100 DOLLARS;
on the 15th day of each and every month, and continue such monthly payments for a term of