0 240455 C.H. J. N

MORTGAGE RECORD No. 447

THIS INDENTURE, Made this 15th day of September 192 3 between
Mary Burroughs Deming and C. W. Deming, her husband
in. Tulsa County, and State of Oklahoma, part 1981 the first part, and the
TUIS A BULLDING AND LOAN ASSOCIATION, a corporation organized under the laws of the State of Oklahoma, party of the second part.
WITNESSETH, That the said part 168
Twenty Five Hundred and No/100 DOLLARS,
in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, ha V9. sold 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
lying and situated in the County of and State of Okiahoma, to-wit:
Lot Four (4) Block Ten (10) Crosbie Heights Addition
to the city of Tulsa, Okla. according to the Recorded
Plat thereof,
TREASUREMS ENTERSEMENT
TREASURERS ENTERSEMENT I hereby conjugation I consider a 250 and issued Receipt No. 4/50 theorem at payment of most goes and the within management.
Receipt No. 1/588 theorem at payment of mostgrege.
Dated the 20 day of Say 1 1923
W. D. Singap, County 19
Lelputy
And all right, title, estate and interest of said grantor. S. 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. 1956 the first part hereby covenant with said party of the second part, its successors and assigns, that at the delivery hereof. Liary Burroughs Deming and C. W. Deming the true and lawful owners. of the said premises above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances; that there is no one in adverse possession of same and that Liary Burroughs Deming and C. W. Deming
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_i 64he first part, loaned and advanced to
Mary Burroughs Deming and C. W.Deming
of
AND WHEREAS, said part. 16S of the first part agree 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 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 Mary Burroughs Deming and C. W. Deming
did on the 15th September 1923 make and deliver to the TULSA BUILDING AND ASSOCIATION their note or obligation, which is made a part hereof and in the words and figures as follows, to-wit:
10101A DOLUMING ANYLOAN 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, September 15, 1923
For Value Received. We promise to pay to the order of TULSA BUILDING ANDOAN ASSOCIATION, the following sums of money viz: The sum of Sixteen and 62/100 DOLLARS,
the same being the monthly dues on the 25 share, 8 of the capital stock of said Association, represented and evidenced by the
the same being the monthly dues on the state of the capital stock of said Association, represented and evidenced by the
Certificate therefor numbered 4323 this daypledged by husband Mary Burroughs Deming and C. W. Deming, ber to said Association to secure a loan of
Twenty Five Hundred and No/100 DOLLARS, and the sum of
Nineteen and 88/100 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 Tulsa, Oklahoma,
the said sums of money, amounting in the aggregate to Thirty_Six_and_50/100DOLLARS;
on the 15th day of each and every month, and continue such monthly payments for a term of