THIS INDENTURE, Made this Fifteenth day of March 192 3 between C. F. Kaiser and Luvena Kaiser, his wife,
in Tulsa County, and State of Oklahoma, part 19 & the first part, and the
TULSA BUILDIND AND LOAN ASSOCIATION, a corporation organized under the laws of the State of Oklahema, party of the second part.
WITNESSETH, That the said part. 195
Two Thousand and 00/100 Dollars,
in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, ha X9.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 and State of Oklahoma, to-wit:
f
The East Half of the North Sixty-one (61) feet of Lot
Four (4), in Block Sixteen (16) in Highlands Addition
and the East Half of Lot Four (4) in Block Nine (9)
in Highlands Second Addition to the City of Tulsa,
Tulsa County, State of Oklahoma, according to the
Recorded Plat thereof.
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Receipt the 166.3 suggested in payment of scottage
Dated (19 4 4 do at AM) and 2
WAINE I. INCREI. County Treesures
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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, ies of the first part hereby covenant with said party of the second part, its successors and assigns, that at the delivery hereof. C. F. Kaiser and Luvena Kaiser, his wife, 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
C. F. Kaiser and LuVena Kaiser, his wife, will warrant and defend the same against the lawful and equitable claims of all persons whomsoever.
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 of the first part, loaned and advanced to
C. F. Kaiser and Luvena Kaiser, his wife, the sum
of Two Thousand and 00/100 DOLLARS,
AND WHEREAS, said part 108 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 C. F. Kaiser and Luyena Kaiser, his wife,
did on theFifteenthday of March, 1925,make and deliver to the
TULSA BUILDING /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
Tulsa, Oklahoma, March 15, 1923 192
For Value Received_W6promise to pay to the order of TULSA_BUILDING. / LOAN ASSOCIATION, the following sums of money viz:
The sum of Twenty and 00/100 DOLLARS,
the same being the monthly dues on the 20shareSof the capital stock of said Association, represented and evidenced by the
Certificate therefor numbered 3802 this day pledged by C. F. Kaiser and Luvena Kaiser, his wife,
to said Association to secure a loan of
Two Thousand and CO/100DOLLARS, and the sum of
Fifteen and 90/100 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, O'llahoma
the said sums of money, amounting in the aggregate to Thirty-five and 90/100 DOLLARS;
on the 15th day of each and every month, and continue such monthly payments for a term of