COMPARED

No.

227748 C.M.J. MORTGAGE RECORD No. 447

THIS INDENTURE, Made this April 192 3, between.day of Claude J. Felton and W. Faye Pelton, his wife, In Tulsa County, and State of Oklahoma, part, and the first part, and the WITNESSETH, That the said part_ les_____of the first part, for and in consideration of the sum of_____ Forty-five Hundred and CO/100 DOLLARS. in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, ha. Yesold and by these presents______Q_____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 TUT 98 ---- and State of Oklahoma, to-wit: Lots Twenty-five (25) and Twenty-six (26), Block Seven (7), Orchard Addition to the City of Tulsa, Oklahoma, according to the Recorded Plat thereof. 1 ran You S 450 ord he Liserative cartile tast I reason as 5.4.50 one has Reason the S2.2.9. Shereiver is poyeness of morthe laz de line valities klast for at <u>app. 102</u> 3 Dated Hizia / 2 day at <u>app. 102</u> 3 DAKAL HIA / CAN AL DICK. NY, CAMARY TRADEMENT WAYNE L. DICK. NY, CAMARY TRADEMENT C. J. Beputy. And all right, title, estate and interest of said grantor 5. 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______of the first part covenant with said party of the second part, its successors and assigns, that at the delivery hereof Claude J. Pelton and W. Faye Pelton, his wife, 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 innbrances; that there is no one in adverse possession of same and that_____ Claude J. Pelton and W. Faye Pelton, his wife, 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 f the first part, loaned and advanced to Claude J. Pelton and W. Faye Pelton, his wife, the sum Forty-five Hundred and 00/100 DOLLARS, AND WHEREAS, said part. 1.95 f 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 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; may pay such taxes and assessments, and my effect such insurance, for such purpose, paying the costs thereoi, and may also pay the final judgment for any statutory lien claims, and may invest such sume 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 Claude J. Pelton and W. Faye Pelton, his wife, did on the______Sixteenth______day of_____April, 1923______make and deliver to the TULSA BUITDING 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 Tulsa, Oklahoma, April 16, 192 23. The sum of Twenty-nine and 62/100 DOLLARS. ne being the monthly dues on the 45 share share being the capital stock of said Association, represented and evidenced by the the ate therefor numbered 3840 this day pledged by Claude J. Pelton and W. Faye Pelton, his wife, to said Association to secure a loan of Forty-five Hundred and 00/100 DOLLARS, and the sum of Thirty-five and 78/100 DOLLARS; the same being the interest ed by US and WO promise to pay said Association at its Home Office at Tulsa, Oklahoma, on said sum so borre ney, amounting in the aggregate to Sixty-five and 40/100 DOLLARS:

79