

**

No.226134 C.M. A. MORTGAGE RECORD No. 447

MAN SER TATICE EXPLANT. SPLA. ETT. ELTT.
THIS INDENTURE, Made this Sixteenth day of April , 1923, between
W. W. Carter and Lovey Carter, his wife,
in Tulsa
TUISA BUILDING AND
WITNESSETH, That the said part. 105 of the first part, for and in consideration of the sum of
Fifteen Hundred and 00/100 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 Tul saand State of Oklahoma, to-wit:
Lot Six (6), Block Five (5), Glass Factory Addition
to the city of Tulsa, Tulsa County, Oklahoma, according
to the recorded plat thereof.
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Line in a S/2 and mound Emotion - 88.8.9 and sound In or the State 5 and 192.3 Detection 2.0. torset apply 192.3 WAYNE I. Lichty. County Treasurer
tax or the 20 mm april 1923
WAYNE L. LICHTY, County Treasurer
WAYNE E. EICHET, County Treasurer
and y marky
And all right, title, estate and interest of said grantor 9 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, 1980 the first part hereby covenant with said party of the second part, its successors and assigns, that at the delivery hereof
W. W. Carter and Lovey Carter, his wife, the true and lawful owner. Sof the said premises above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all in-
cumbrances; that there is no one in adverse possession of same and that
W. W. Carter and Lovey Carter. 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 parters of the first part, loaned and advanced to
W. W. Carter and Lovey Carter, his wife, the sum
of Fifteen Hundred and 00/100 Dollars,
AND WHEREAS, said part 105 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 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 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 permises, 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.
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AND WHEREAS, the suid
did on the Sixteenth day of April, 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 with
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NOTE OR OBLIGATION Tulsa, Oklahoma, <u>April 16.</u> AND For Value Received We promise to pay to the order of TUISA BUILDING /LOAN ASSOCIATION, the following sums of money viz:
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