## MORTGAGE RECORD No. 447

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THIS INDENTURE, Made this Sixteenth day of April , 192 3 , between
Edwin P. Kirchhofer and Jane - Kirchhofer, his wife,
in Tulsa County, and State of Oklahoma, parting of the first part, and the
FULS A BULIDING ANDLOAN ASSOCIATION, a corporation organized under the laws of the State of Oklahoma, party of the second part.
WITNESSETH, That the said part 108
Four Thousand and 00/100 Dollars,
in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, ha Ye 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 ofand State of Oklahoma, to-wit:
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Lot. Twenty-one (21) in Block One (1), Mapla Park
Addition to the city of Tulsa, Oklahoma, according
to the Recorded Plat thereof.
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Thereby Green fact I received 8 400 and issued for dr. the wines market because of enorginge bearing 195 day a april 193 day a received Wayne 1. Dickey County Treesurer
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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 195. of the first part hereby
covenant with said party of the second part, its successors and assigns, that at the delivery hereof
Edwin P. Kirchhofer and Jane Kirchhofer, 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
Edwin P. Kirchhofer and Jane Kirchhofer, his wife,
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 108 the first part, loaned and advanced to
Edwin P. Kirchhofer and Jane Kirchhofer, his wife, the sum
of Four Thousand and 00/100 DOLLARS,
AND WHEREAS, said part. 198 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 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 Edwin P. Kirchhofer and Jane Kirchhofer, his wife,
did on the Sixteenth day of April, 1923. make and deliver to the
LSA_BUITDING. AND_LOAN ASSOCIATION their note or obligation, which is made a part hereof and in the words and figures as follows, to-wit:
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NOTE OR OBLIGATION April 16, Tulsa, Oklahoma, April 16,
NOTE OR OBLIGATION  April 16,  Tulsa, Oklahoma, AND  For Value Received We promise to pay to the order of TULSA BUILDING LOAN ASSOCIATION, the following sums of money viz:
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NOTE OR OBLIGATION  Tulsa, Oklahoma, April 16,  AND  For Value Received. We promise to pay to the order of TULSA BUILDING LOAN ASSOCIATION, the following sums of money viz:  The sum of Twenty-six and 60/100  DOLLARS,  the same being the monthly dues on the 40 share 8 of the capital stock of said Association, represented and evidenced by the
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