## No. 259757 C.M. J. MORTGAGE RECORD No. 469

COMPARED

THIS INDENTURE, Made this Third June , 192 4, between H. H. Henry and Josie E. Henry, his wife, in\_\_\_\_\_\_IUISA\_\_\_\_\_\_County, and State of Oklahoma, pard 9.9 of the first part, and the TUISA BUILDING AND LOAN ASSOCIATION, a corporation organized under the laws of the State of Oklahoma, party of the second part, WITNESSETH, That the said part 199 Twenty-eight Hundred and 00/100 DOLLARS in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, ha  $\underline{v} \underline{\sigma}_{sold}$  and by these pre-BARGAIN, SELL, CONVEY and CONFIRM unto said party of the second part, its successors and assigns forever, all the following described real lying and situated in the County of \_\_\_\_\_Tulsa and State of Oklahoma, t Lots Fifteen (15) and Sixteen (16) in Block Eight (6) of Forest Park Addition to the city of Tulsa, Oklahoma, according to the Recorded Plat thereof. TANKAR 15209 Jonif Issued A A COLOR OF THE PARTY OF THE P June 0 0.D And all right, title, estate and interest of said grantor.<sup>9</sup> 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, 1981 the first part hereby covenant with said party of the second part, its successors and assigns, that at the delivery hereof H. H. Henry and Josie E. Henry the true and lawful owner. S. of the said premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear incumbrances: that there is no one in adverse possession of same and that\_\_\_\_\_ H. H. Henry and Josie E. Henry 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 will request of the part 10S the first part, loaned and advanced to\_\_\_\_\_ H. H. Henry and Josie E. Henry the sum of Twenty-eight Hundred and 00/100 DOLLARS. AND WHEREAS, said part 195 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 to keep the build 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 may effect such insurance, for such purpose, paying the costs thereof, and may also pay the final judgment for and statur tory lien claims, and may invest such sums as may be necessary to protect the title or possession of said parts said part as and the repay ment of all moneys so expended together with the charges thereon as provided by the By-Laws of said Association, these presents shall be security. may pay AND WHEREAS, the said H. H. Henry and Josie E. Henry, his wife did on the\_\_\_\_\_\_ Third\_\_\_\_\_\_ day of \_\_\_\_\_ June, 1924\_\_\_\_\_\_ make and deliver to the TULSA BUILDING AND COAN ASSOCIATION their note or obligation, which is mass a part hereof and in the words and figures as follows, to June 3,1924 NOTE OR OBLIGATION For Value Received We promise to pay to the order of TULSA BUILDING / LOAN ASSOCIATION, the following sums of money viz: el Eighteen and 62/100 DOLLARS. being the monthly dues on the 28 \_\_\_\_\_\_share \_\_\_\_\_ of the capital stock of said Association, represented and evidenced by the te therefor numbered 5272 this day pledged by H. H. Henry and Cosie E. Henry, his wife, to said Association to secure a loan of Twenty-eight Hundred and 00/100 \_\_\_\_\_ DOLLARS, and the sum of \_\_\_\_\_ Twenty-two and 25/100 \_\_\_\_\_\_ DOLLARS; the same being the interest oon said sum so borrowed by \_\_\_\_\_ US and We promise to pay said Association at its Home Office at Tulsa, Oklahom s of money, amounting in the aggregate to Forty and 88/100 DOLLARS on the 15th day of each and every month, and continue sauch monthly payments for a term of \_\_\_\_106\_\_\_\_\_\_\_ months from the date + 15, 1924.

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