third
THIS INDENTURE, Made this Twenty- day of November , 192 3, between
O. K. Eysenbach and Bessie C. Eysenbach, his wife.
TULSA County, and State of Oklahoma, part 1950; the first part, and the TULSA BUILDING AND LOAN ASSOCIATION a corporation organized under the laws of the State of Oklahoma, party of the second part.
TUDGA 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 198
Fifteen Thousand and 00/100 Dollars,
in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, ha. Yhold and by these presents
BARGAIN, SEILL, 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
Lots Nine (9) and Ten (10), Block Thirteen (13) Sunset Park Addition to the city of Tulsa, Oklahoma, according to the Recorded Plat thereof.
The above described property has been since its completion, and is now
used, claimed and occupied as the homestead of O. K. Eysenbach and Bessie
C. Eysenbach.
DOMENT
TREASURER'S ENDORSEMENT L hereby cornlythat I received \$1000000000000000000000000000000000000
Receipt 10/2/6 To therefor in partition
for out the specific poor 22.5.
Denti in 20 day of 192 192 W. W Studies, County Treasurer
Decisty
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 1986 the first part hereby
covenant with said party of the second part, its successors and assigns, that at the delivery hereof. O. K. Eysenbach and Bessie C. Eysenbach, his wife,
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 of all
incumbrances; that there is no one in adverse possession of same and that
O. K. Eysenbach and Bessie C. Eysenbach, 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 part 193f the first part, loaned and advanced to
O. K. Eysenbach and Bessie C. Eysenbach, his wife, the sum of
Fifteen Thousand and 00/100 DOLLARS,
AND WHEREAS, said part 1986 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 may assessments, and may effect such insurance, for such purpose, paying the costs thereof, and may also pay the final judgment for and 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 O. K. Eysenbach and Bessie C. Eysenbach, his wife,
did on thewenty-thirdday ofNovember, 1923 make and deliver to the
TULSA BUILDING 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 November 23 3
NOTE OR OBLIGATION Tulsa, Okla., November 23. 192 3 We promise to pay to the order of TULSA BUILDING LOAN ASSOCIATION, the following sums of money viz:
The sum of One Hundred Fifty and OO/100 DOLLARS,
the same being the monthly dues on the 150 share 9 of the capital stock of said Association, represented and evidenced by the
Certificate therefor numbered. 4525 this day pledged by
O. K. Eysenbach and Bessie C. Eysenbach, his wife, to said Association to secure a loan of
Fifteen Thousand and 00/100 DOLLARS, and the sum of
One Hundred Nineteen and 25/100 DOLLARS; the same being the interest
due monthly upon said sum so borrowed by us and _Wepromise to puy said Association at its Home Office at _Tulsa . Oklahome
the said sums of money, amounting in the aggregate to. Two Hundred Sixty-nine and 25/100 DOLLARS,
on the 15th day of each and every month, and continue sauch monthly payments for a term of months from the date increase. December 15. 1923.