

All of Lot number One (1) in Block Number Thirteen (13) in Morningside Addition to the City of Tulsa, Oklahoma, according to the recorded

amended plat thereof, and all improvements thereon,

And all right, title, estate and interest of said grantors in and to said premises, including all homestead rights, which are hereby expressly 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:

TO HAVE AND TO HOLD THE SAME unto said party of the second part, its successors and assigns forever. Said parties of the first part hereby covenant with said party of the second part its successors and assigns, that at the delivery hereof they are the true and lawful owners 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 they 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 said parties of the first part, loaned and advanced to Jean R. Saye, and her husband, Dick Saye the sum of Seven Thousand Dollars,

AND WHEREAS, Said parties 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 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 may 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 Constitution and By-Laws of the said Association, these presents shall be security.

AND WHEREAS, The said Jean R. Saye and her husband, Dick Saye did on the Twentieth day of September 1923, make and deliver to the FARM AND HOME SAVINGS AND LOAN ASSOCIATION OF MISSOURI their note or obligation, which is made a part hereof, and is in word and figures as follows, to-wit:

COPY OF NOTE OR OBLIGATION

Nevada, Mo. September 20th, 1923.

FOR VALUE RECEIVED we promise to pay to the FARM AND HOME SAVINGS AND LOAN ASSOCIATION OF MISSOURI, the following sums of money, viz: The sum of Forty and 60/100 Dollars, the same being the monthly dues on the Seventy shares of the capital stock of said Association, represented and evidenced by the certificate thereof numbered 107474 this day pledged by us to said Association to secure a loan of Seven Thousand Dollars; and the sum of Fifty Two and 50/100 Dollars; the same being the interest due monthly upon said sum so borrowed by us.

And we promise to pay said Association at its Home Office at Nevada, Missouri, all of said sums of money, amounting in the aggregate to Ninety Three and 10/100 Dollars, on the 20th day of each and every month, and continue such monthly payments for a term of 120 of 120 months, from date hereof.