

seal the day and year first above written.

My Commission expires March 30, 1926

(SEAL)

Minnie L. Holland, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 25, 1923 at 4:30 o'clock P. M. in Book 480, page 19

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

243071 C.J.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$25.00 and issued
Receipt No. 12187 therefor in payment of mortgage
tax on the within mortgage.
Dated this 26 day of Oct., 1923
W. W. Stackey, County Treasurer
J. B. Deputy

REAL ESTATE MORTGAGE

COMPARED

THIS INDENTURE, Made this twentieth day of October 1923 between Tulsa Investment Company, a Corporation in Tulsa County and State of Oklahoma, party of the first part, and the FARM AND HOME SAVINGS AND LOAN ASSOCIATION OF MISSOURI, a corporation

organized under the laws of the State of Missouri, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Thirty five Thousand Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents does 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 Tulsa and State of Oklahoma, to-wit:

All of the Easterly Fifty (50) feet of Lots Number One (1) and Two (2) in Block Number Seventy four (74) in the Original Town, new City, of Tulsa, Oklahoma, according to the official plat and survey thereof, and all improvements thereon.

And all right, title, estate and interest of said grantor 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 party of the first part hereby covenants with said party of the second part, its successors and assigns, that at the delivery hereof it is the true and lawful owner 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 it 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 party of the first part, loaned and advanced to Tulsa Investment Company, a corporation the sum of Thirty Five Thousand DOLLARS,

AND WHEREAS, Said party of the first part agrees 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 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