

B43495 C.J.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 80 and issued  
 Receipt # 12579 in payment of mortgage  
 tax on the above property.

Dated this 31 day of Oct, 1923

W. W. Mackey, County Treasurer

J. B.  
 Deputy

## REAL ESTATE MORTGAGE COMPARED

THIS INDENTURE, Made this twentieth day of October  
 1923, between Sylvia E. Tyler (Nee Butts) and her  
 husband Ralph J. Tyler in Tulsa County and State  
 of Oklahoma, parties 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 parties of the first part, for and in consideration of the  
 sum of Eight Hundred DOLLARS, in hand paid by the said party of the second part, the receipt  
 whereof is hereby acknowledged, have 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 of Tulsa and State  
 of Oklahoma, to-wit:

All of the West Seventy five (75) feet of Lot Number Three (3), in Block  
 Number Seventy six (76) in the Original Town or City of Collinsville,  
 Oklahoma, according to the official plat and survey thereof and all improvements  
 thereof.

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 con-  
 ditions of this mortgage become broken in any particular, and with all and singular the tene-  
 ments, 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 equi-  
 table 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 Sylvia E. Tyler, ( nee Butts ) and her husband Ralph J.  
 Tyler the sum of Eight Hundred 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 se-  
 cond 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 improve-  
 ments 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 charg-  
 es thereon as provided by the Constitution and By-Laws of the said Association, these presents  
 shall be security.

AND WHEREAS, The said Sylvia E. Tyler ( Nee Butts ) and her husband Ralph J.