

strument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth..

My commission expires Jan. 28th, 1928

(SEAL)

Chas E. Foster, Notary Public

Attest:

Public Service Co. of Okla.

R. F. Frank

By Fred W. Insull

Secy

Pres

Party of the Second Part .

Filed for record in Tulsa County, Tulsa Oklahoma, Jul 26, 1924 at 11:15 o'clock A. M. in Book 492, page 382

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

263881 C.J.

REAL ESTATE MORTGAGE

TREASURER'S ENFORCEMENT

KNOW ALL MEN BY THESE PRESENTS:

492

I hereby certify that I received \$530 and issued Receipt No. 15919 for the same in payment of mortgage tax on the within instrument.

That Frank S. Miller & Lucille Miller (his wife) of

Dated this 28 day of July 1924

W. W. Stanley, County Clerk

the County of Tulsa and State of Oklahoma, for and in consideration of the sum of Fifty Three Hundred & No/100 Dollars, in hand paid by the INDUSTRIAL BUILD-

ING & LOAN ASSOCIATION of Tulsa, Oklahoma, do--- hereby sell and convey unto the said INDUSTRIAL BUILDING & LOAN ASSOCIATION, and its successors or assigns, the following described land and premises, situated in the County of Tulsa and the State of Oklahoma, to-wit:

The East forty six (46) of the West ninty six (96) of the South Seventy ft. (70) of lot Three (3) in block Two (2) of North Tulsa Addition to the City of Tulsa according to the recorded plat thereof.

TO HAVE AND TO HOLD the above granted land and premises, with all the appurtenances thereto belonging, unto the said Grantee and its successors or assigns, forever.

And the said Grantors , for his and her, heirs, executors and administrators, covenant with the said Grantee and its successors and assigns, that the said premises are free from incumbrance, and that they have a good right and lawful authority to sell the same, and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

And the said Grantors for themselves and their heirs, executors and assigns, hereby further promise and agree that if at any time the above described real estate be not occupied by the then owners thereof as a homestead, the rents and profits accruing from the use thereof are hereby assigned to the said INDUSTRIAL BUILDING & LOAN ASSOCIATION to be collected by it, and all or so much as may be necessary of the money so collected may be used and applied by it in liquidation of the obligation hereby secured, the balance , if any, to be turned over to the legal owners of said real estate,

THE CONDITIONS OF THIS MORTGAGE Are SUCH, That whereas the said Grantors have assigned, transferred and set over unto the said INDUSTRIAL BUILDING & LOAN ASSOCIATION, as a further security for the payment of the promissory note hereinafter mentioned , 53 shares of Series Stock in Class ----- No. -----, issued by the INDUSTRIAL BUILDING & LOAN ASSOCIATION, on which the monthly dues are Twenty six & 50/100 Dollars, payable on the 5th day of each month and ha--- executed and delivered to the said INDUSTRIAL BUILDING & LOAN ASSOCIATION one promissory note, calling for the sum of Fifty Three Hundred & No/100 Dollars, with interest at the rate of forty Three & 99/100 Dollars per month; both interest and dues payable on the fifth day of every month until sufficient assets accumulate to pay to each shareholder one hundred dollars per share for each share of stock held by him, according to the by-laws of the INDUSTRIAL BUILDING & LOAN ASSOCIATION, which said note is in words and figures, as follows:

\$5300.00

No.-----