

MORTGAGE AND OIL LEASE RECORD.

Form 4

DORSEY Printing Company, Dallas, Texas-4425

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this Twentieth day of April 1909 between J. Allen Oyager Jr. and his wife Maud H. Oyager in Tulsa County and State of Oklahoma, part 1st 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 1st of the first part, for and in consideration of the sum of One Thousand 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, 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:

Lot number Three (3) in Block number three (3) in the Oyager Addition to the City of Tulsa Tulsa County Oklahoma according to the recorded plat 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 covenant with said party of the second part, its successors and assigns, that at the delivery hereof they are 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 encumbrances, 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 party of the first part, loaned and advanced to J. Allen Oyager Jr. and his wife Maud H. Oyager the sum of One Thousand DOLLARS.

AND WHEREAS, Said party 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 J. Allen Oyager Jr. and his wife Maud H. Oyager did on the twentieth day of April 1909, make and deliver to the FARM AND HOME SAVINGS AND LOAN ASSOCIATION OF MISSOURI this note or obligation, which is made a part hereof and is in words and figures as follows, to-wit:

NOTE OR OBLIGATION.

NEVADA, Miss. April 20th 1909

FOR VALUE RECEIVED we promise to pay to the order of the FARM AND HOME SAVINGS AND LOAN ASSOCIATION OF MISSOURI, the following sums of money, viz: The sum of Twelve Dollars, the same being the monthly dues on the One share of the capital stock of said Association, represented and evidenced by the certificate thereof, numbered 2203

this day pledged by us to said Association to secure a loan of One Thousand DOLLARS;