

34411

REAL ESTATE MORTGAGE.

This Indenture, Made this twentieth day of September 1911
 between H. A. Earns and his wife Myrtle A. Earns
 in Tulsa County and State of Oklahoma, part ies 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, of the second part:

WITNESSETH, That the said part ies 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:

All of Lot Number Eleven (11) in Block
number One (1) in Earns Addition to the
City of Tulsa, Oklahoma, according to the recorded
plat thereof, and all improvements thereon.

AND ALL the 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 part ies 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 part ies of the first part, loaned and advanced to H. A. Earns and his wife
Myrtle A. Earns the sum of One Thousand DOLLARS.

AND WHEREAS, Said part ies of the first part agree with the said party of the second part, its successors and assigns, to pay all
 taxes and assessments, general or 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 H. A. Earns and his wife Myrtle A. Earns
 did on the twentieth day of September 1911, 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 words and figures as follows, to-wit: