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214840 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jake Rosen and Jennie Rosen, husband and wife,  
of Tulsa County, Oklahoma, part V of the first part, have  
mortgaged and hereby mortgage to F. P. McIntyre  
of part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lots four (4), five (5), six (6), seven (7) eight  
(8), and nine (9) in Block twenty (20) in Berry  
Addition to the city of Tulsa, Tulsa County, Okla-  
homa, according to the recorded plat thereof.

I hereby certify that I received \$ 162 and  
63.85 therefor in payment of mortgage  
within mortgage.

Dated this 27 day of Nov 1922

WAYNE L. DICKLEY, County Treasurer

R.W.

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of

Twenty-seven hundred (\$2700.00)

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date

according to the terms of 36 certain promissory note S described as follows to-wit:

of even date herewith, each for the sum of .75.00, due consecutively,  
one each month, on the 23rd day of thereof commencing December  
23, 1922, the last one due and payable on the 23rd day of November,  
1925.

This mortgage subject to all mortgages now of record.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby  
covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair  
and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage  
or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal  
sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part V shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a  
reasonable attorney's fee of Two hundred fifty (\$250.00) DOLLARS,  
which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of the  
homestead, exemption and stay laws in Oklahoma.

Dated this 25th day of November, 1922.

Jake Rosen SEAL

Jennie Rosen SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Edgar M. Lee, a Notary Public in and for said County and State, on this 25th  
day of November, 1922, personally appeared

Jake Rosen

and Jennie Rosen, husband and wife,

to me known to be the identical persons who executed the within and foregoing instrument 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.

Witness my signature and official seal the day and year last above written.

My commission expires February 19th, 1924. (Seal) Edgar M. Lee, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of Nov, A. D. 1922  
at 10:45 O'clock A. M. Book 402, Page 15.

By F. Belman, Deputy. (Seal) O. D. Lawson, County Clerk.