

The News-Dispatch Print & Audit Co., Shawnee, Okla.  
218410 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That I. J. Underwood and Marion T. Underwood, his wife, and C.S. Walker and Kate T. Walker, his wife of Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to Asa Rose of Tulsa County, Oklahoma, part ies of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Five (5) and Six (6) Asa Rose Sub-Division of Lots Eight (8) and Nine (9) in Block Twenty-eight (28) Park Place Addition to the city of Tulsa, according to the recorded plats thereof.

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$1,774 and issued Receipt No. 2090 therefor in payment of mortgage tax on the within mortgage.  
Dated this 6 day of Jan 1923  
WAYNE L. DICKEY, County Treasurer  
A. J. Deputy

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

Three Thousand Seven Hundred and Fifty and No/100

DOLLARS

with interest thereon at the rate of Nine per cent, per annum, payable Semi annually from January 2nd, 1923.

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

Twelve Hundred and Fifty and No/100 Dollars each due on or before January 2nd, 1924, January 2nd, 1925, and January 2nd, 1926, respectively, payable at the Central National Bank of Tulsa, Oklahoma.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 ies shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part ies 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 Ten Dollars and ten percent of amount due on principal DOLLARS, which this mortgage also secures.

Part ies 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 2nd day of January, 19 23

I. J. Underwood  
Marion T. Underwood SEAL  
C. S. Walker  
Kate T. Walker SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - -, a Notary Public in and for said County and State, on this 2nd day of January, 19 23, personally appeared I. J. Underwood and Marion T. Underwood his wife and C. S. Walker and Kate T. Walker, his wife

and - - - to me known to be the identical person S 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 March 10, 1925. (Seal) E. E. Hanson. Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of Jan. A. D., 19 23

at 8:00 o'clock A. M. Book 402, Page 237

By Brady Brown Deputy. (Seal) O. G. Weaver, County Clerk.