

STATE OF OKLAHOMA .

Tulsa County

} ss.

Before me, F. A. Singler a Notary public, in and for County and State, on this 18th day of Dec. 1922, personally appeared P. H. Jaenish and ----- to me known to be the identical person who executed the within and foregoing instrument and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and Notarial Seal the date above written.

My commission expires Oct. 13, 1926

(SEAL) F. A. Singler, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 19, 1922 at 11:30 o'clock A.M.
in Book 430, page 471

By F. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk

216849 C. J. COMPARED

REAL ESTATE MORTGAGE

TREASURER'S RECEIPT
I hereby certify that I received \$1800 and issued
Receipt No. ----- therefor in payment of mortgage
tax on the within mortgage.

Dated this 19 day of Dec. 1922

WAYNE L. DICKEY, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS: That Charles
R. Cole and Cora C. Cole, his wife, Tulsa
County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to J. H. Rose party
of the second part, the following described premises

situated in Tulsa County, State of Oklahoma to-wit:

Lots Forty-three and Forty-four (43 and 44) in Block Two (2), Eastland
Addition to the City of Tulsa, Oklahoma.

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

This mortgage is given to secure the payment of the principal sum of Nine
Hundred and no/100 Dollars, with interest thereon at the rate of 10 per cent per annum,
payable ----- annually from date, according to the terms and at the time and in the
manner provided by one certain promissory note of even date herewith, given and signed
by the makers hereof, and payable to the order of the mortgagee herein at Tulsa, Oklahoma,
on the 15th day of December, 1923. This mortgage is subject to a mortgage to the Mid-
land Savings & Loan Company of Denver, Colorado, for \$1750.00 and dated October 15,
1919.

It is EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto,
that this Mortgage is a first lien upon said premises; that the party of the first
part will pay said principal and interest at times when the same fall due and at the place
and in the manner provided in said notes and will pay all taxes and assessments against
said land when the same are due each year, and will not commit or permit any waste upon
said premises; that the buildings and other improvements thereon shall be kept in good
repair and shall not be destroyed or removed without the consent of the second party,
and shall be kept insured for the benefit of the second party or its assigns, against
loss by fire or lightning for not less than \$-----in form and companies satisfac-
tory to said second party, and that all policies and renewal receipts shall be delivered
to said second party. If the title to the said premises be transferred, said second party
is authorized, as agent of the first party, to assign the insurance to the grantee of
the title.

IT IS FURTHER AGREED AND UNDERSTOOD that the said second party may pay any
taxes and assessments levied against said premises or any other sum necessary to protect
the rights of such party or assigns, including insurance upon buildings, and recover the
same from the first party with ten per cent interest, and that every such payment is se-
cured hereby, and that in case of a foreclosure hereof and as often as any foreclosure suit