

COMPARED

226358 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. R. Rosier and Gay Rosier, his wife

a of Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to Thos. P. Melvin and J. H. Boyle

of part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Eleven (11) and the West Twenty-five (25) feet
of Lot Ten (10) Block One (1) Sunset View Addition to the
City of Tulsa, Oklahoma according to the recorded plat thereof.

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

One Thousand Six Hundred Eighty-seven and 50/100

DOLLARS,

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

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

One note for \$562.50 due on or before six months from date hereof.
One note for \$562.50 due on or before twelve months from date hereof.
One note for \$562.50 due on or before eighteen months from date hereof.
All of said notes signed by R. R. Rosier and Gay Rosier, payable to the
order of Thos. P. Melvin and J. H. Boyle.

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. and to insure, and keep insured in favor of second party, buildings on said 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 parties 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 as provided in said notes 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 21st day of March, 1923

R. R. Rosier

SEAL

Gay Rosier

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 28th day of March, 1923, personally appeared

R. R. Rosier

and Gay Rosier, his 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 Feb. 20, 1927. (Seal) John F. Bright, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of April, A. D., 1923

at 3:30 o'clock P. M. Book 439, Page 214

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