

MORTGAGE RECORD NO. 439

COMPARED

293

The News Dispatch Printing & Audit Co., Shawnee, OK

227354 C.M.J.

First REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That..... Fred Rowlison and Jola Rowlison his wife.

a _____ of Tulsa County, Oklahoma, part 108 of the first part, have

mortgaged and hereby mortgage to.....Max Halff

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

All of lots Numbered Twelve (12), Thirteen (13) and fourteen (14), in Block Number Two (2) in Cherokee Heights Addition to the city of Tulsa, Tulsa County, Oklahoma according to the recorded plat thereof.

TEACHING EMPLOYMENT

I hereby certify that the sum of \$210 and issued
Receipt No. 8820 as a payment of mortgage
tax on the within return.

Dated this 12th of Apr 1923

WAYNE L. LAMLEY, County Treasurer

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 Five Hundred (\$3500.00) No/100

DOLLARS,

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

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

3500.00

Tulsa, Oklahoma.

April 12, 1933.

One note dated April 15, 1926, in the sum of \$3500.00 payable to the order of Max Halff, due three years after date with interest at the rate of 10% per annum, payable semi-annually from date until paid.

Signed. Fred Rowlison
Iola Rowlison

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party, ~~do~~ ^{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, building 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 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 \$15.00 and 10% of principal sum..... DOLLARS, which this mortgage also secures.

Part 133 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 12th day of April 1923

Fred Rowlison

..SEAL.

Lola Rowlison

..SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this, 12th
day of April, 1925, personally appeared _____

Fred Rowlison

and Iola Rowilson, his wife

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 May 3, 1924. (Seal) J. R. Clark, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of April, A. D., 1925.
at 1:55 o'clock P. M. Book 439, Page 295.

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