

#231016 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. Rosen and Sophia Rosen, his wife,

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

mortgaged and hereby mortgage to Hattie A. Matthews,

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

The North Forty (40) feet of Lot Number Twenty-three (23) in Block Number Two (2) of Pouders & Pomeroy Second Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded amended plat thereof.

I hereby certify that I received \$96.00 from the parties of the first part on the within mortgage.

Dated this 24 day of May, 1923
WAYNE DEARY, County Treasurer

This mortgage subject to a first mortgage of \$3500.00 to the Farm & Home Savings & Loan Association of Missouri, a Corporation.

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 Two Thousand Three Hundred and Seventy Five

(\$2375.00) DOLLARS,

with interest thereon at the rate of Eight per cent, per annum, payable Monthly ~~onxxxx~~ all principal date

according to the terms of 52 certain promissory notes described as follows, to-wit:

\$ 2375.00

Tulsa, Oklahoma.
May 17, 1923.

Fifty Two Notes dated May 17, 1923, in the principal sum of \$45.00 each except last note being for \$80.00, payable to the order of Hattie A. Matthews until the principal sum of \$2375.00 has been paid in full. First note due June 17, 1923, and one each and every month thereafter until paid in full.

Signed, H. Rosen, Sophia Rosen.

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, 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 part y 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 \$10.00 and 10% of principal sum due. DOLLARS, which this mortgage also secures.

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

Dated this 17th day of May, 1923.

H. Rosen SEAL

Sophia Rosen SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 17th day of May, 19 23 personally appeared H. Rosen and Sophia Rosen, 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 January 31, 1927. (SEAL) Max Half Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of May, A. D., 1923.

at 11; o'clock A. M. Book 432, Page 577.

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