

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Asa Rose and his wife Carrie Rose,  
 of Tulsa, County, Oklahoma, parties of the first part, has  
 mortgaged and hereby mortgage to J.C. Cutchall,  
 of part y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Six (6) in Block Eight (8) in Oak Grove  
 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 Six Thousand (6,000) and 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:

Of even date herewith signed by Asa Rose  
 and Carrie Rose payable to J. C. Cutchall and  
 due three (3) years from date but providing that  
 the makers shall have the privilege of paying said  
 note at the end of two (2) years.

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 in the sum of \$.....

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, ----- will pay a  
 reasonable attorney's fee XX ----- XXXXXX  
 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 19th day of November, 1923.

Asa Rose SEAL

Carrie Rose SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 19th  
 day of November, 1923, personally appeared: Asa Rose and Carrie Rose,

and -----  
 to me known to be the identical person 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 Sept. 23, 1924 (SEAL) Jesse I. Hastings Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of Nov. A. D. 1923  
 at 2:30 o'clock P. M.

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