

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, have
 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 One (1) in Block Five (5) in Sunset Park
 Addition to the City of Tulsa, Oklahoma,
 according to the recorded plat thereof.

TREASURER'S ENFORCEMENT

I hereby certify that I received \$ 48 and issued
 Receipt No. 12501 therefor in payment of mortgage
 on the above mortgage.

Given this 19 day of Nov. 1923
J.B.
 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 Eight Hundred (800) 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 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.

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 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 of ----- ~~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) Jessie 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.