

COMPARED

#245610 NS

MORTGAGE RECORD NO. 465

425

3-55

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Asa Rose and Carrie Rose, his wife,
of Tulsa, County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to Frederick F. Brockman,
of part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Brockman's Subdivision of the Southeast quarter of the
Southeast quarter of Section Twenty-four (24), in Town-
ship Nineteen (19) North, Range Twelve (12), East of the
Indian meridian, containing 40 acres more or less.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$400 and issued
Receipt No. 12702 for payment of tax on the within mortgage.
Dated the 28 day of Nov. 1923.
W. W. Stickey, County Treasurer
S. B. Deputy

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 Fifty Thousand and no/100 (\$50,000.00) -----

with interest thereon at the rate of six per cent, per annum, payable annually from date hereof,
according to the terms of ten certain promissory note described as follows, to-wit:

One note of even date herewith for the sum of \$5,000.00 payable one
year from date, and nine other certain notes of even date herewith,
for the sum of \$5,000.00 each, and maturing one each at the expiration
two, three, four, five, six, seven, eight, nine and ten years, respect-
ively, from this date.

Provided, that at any time, upon the payment of \$7,500.00 or more, on
the principal, with the interest accrued thereon, mortgagee agrees to
release from the lien of this mortgage any one of the eight five acre
tracts comprised in the said Brockman's Subdivision, at the option and
selection of the mortgagor, Asa Rose, his agent or representative.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part is 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.

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, will pay a
reasonable attorney's fee of as provided for in notes -----
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 28th 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 28th
day of November, 1923, personally appeared Asa Rose and Carrie Rose, 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 Sept. 23, 1924. (SEAL) Jessie I. Hastings, Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of Nov. A. D., 1923

at 11 o'clock P. M.
By Brady Brown Deputy (SEAL) O. G. Weaver, County Clerk.