

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$420 and issued

Receipt No. 117409 for the payment of mortgage

tax on the within mortgage

Dated this 6 day of Sept. 1923

W. W. Stickey, County Treasurer

Elva C. Barrows, Tulsa, Okla.  
239450 - BH**COMPALED**STATE OF OKLAHOMA.  
REAL ESTATE MORTGAGE.

This indenture, made this 6th day of September, in the year of our Lord 1923 thousand nine hundred and twenty three, by and between Asa Rosa and Carrie Rosa, husband and wife, of the County of Tulsa and State of Oklahoma, parties of the first part, and J. J. Daley, party of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum of seven thousand dollars, to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and by these presents do grant, bargain, sell, convey and confirm, unto said party of the second part, and to his successors and assigns, forever, all of the following described tract, piece or parcel of land, lying and situate in the County of Tulsa, and State of Oklahoma, to-wit:

Lot numbered five (5) in Block numbered one (1) of the Bliss addition to the City of Tulsa, according to the recorded plat thereof,

To have and to hold the same, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to his successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, always and this instrument is made and executed upon the following conditions, to-wit:

1. Said parties of the first part are justly indebted to the party of the second part, in the principal sum of \$7000.00 seven thousand dollars, being for a loan made by the said party of the second part, to the said parties of the first part, and payable according to the tenor and effect of one (1) negotiable promissory note executed and delivered by the said parties of the first part, bearing date September 6, 1923, and payable to the order of the said party of the second part, as follows:

One for \$7000.00 due September 6, 1926.

All payable at the office of Exchange National Bank, Tulsa, Okla. with interest thereon from date until maturity or default, at the rate of eight (8) per cent per annum, and at the rate of 10 per cent per annum after default or maturity, payable semi-annually, both before and after maturity, on the 6 days of March and September, in each year. The installments of interest until maturity are further evidenced by six (6) coupon interest notes of even date herewith, and executed by the said parties of the first part, each bearing interest after maturity at the rate of 10 per cent per annum.

2. The said parties of the first part covenant and agree to pay all taxes and assessments, general and special, and of whatever character whatsoever, on the said premises, by the State of Oklahoma, or by the County, township or municipality, wherein said estate is situated, when the same becomes due, and to keep the buildings upon the mortgaged premises insured in some reliable fire and tornado insurance company approved by the party of the second part for the sum of \$7000.00 and to assign the policies to the said party of the second part, as his interests may appear, and deliver said

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