

246300 C.J.

MORTGAGE

COMPARED

ENDORSEMENT
I have received \$122 and issued
12839 in payment of mortgage
tax on the within mortgage.

Dated this 8 day of Dec. 1923
W. W. Sander, County Treasurer

Oklahoma, party of the second part,

THIS INDENTURE, Made this 7th day of December A. D. 1923, between Asa Rose, and Carrie Rose, his wife of Tulsa County, Oklahoma, parties of the first part, and Finerty Investment Company, a corporation organized under the laws of Oklahoma, of Oklahoma City,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twelve Hundred Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, the following described Real Estate, situated in Tulsa County, Oklahoma, to-wit:

The North Half (N $\frac{1}{2}$) of North Half (N $\frac{1}{2}$) of South East Quarter (SE $\frac{1}{4}$)
and South Half (S $\frac{1}{2}$) of North West Quarter (NW $\frac{1}{4}$) of South East quarter (SE $\frac{1}{4}$)
in Section Five (5), Township Seventeen (17) North, Range Thirteen (13)
East

of the Indian Meridian, containing 60 acres, more or less, according to Government survey; together with all and singular, the tenements, hereditaments, and appurtenances thereunto belonging, and all the rights of homestead. TO HAVE AND TO HOLD, the said premises to the proper use and benefit of the said party of the second part, its successors and assigns forever. And I hereby covenant with the said Finerty Investment Company, that I hold said premises by good and perfect title; that I have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever. And I covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever. PROVIDED ALWAYS, And these presents are upon the express condition: That if the said first parties their heirs, executors, administrators or assigns, shall pay to the said FINERTY INVESTMENT COMPANY, its successors or assigns, the principal sum of Twelve Hundred Dollars on the first day of December Nineteen Hundred and Thirty-three, with interest on the said principal sum at the rate of six per centum, per annum, payable annually, on the first day of December Nineteen Hundred and Twenty-four, and ----- annually thereafter, both principal and interest payable at the office of FINERTY INVESTMENT COMPANY, in Oklahoma City, Oklahoma, according to the terms of one certain promissory note or bond, of even date herewith, with coupons for interest attached thereto and also pay all taxes, and other assessments on said premises, during the continuance of this mortgage, before any of said taxes shall become delinquent, and shall pay said interest coupons as the same mature, and keep the buildings, fences, and other improvements on said premises in as good condition as at this date, and shall keep the said buildings insured in the sum of \$-----, for the use and benefit of the party of the second part, and its assigns, until said principal sum and interest are fully paid; then, and in that case only, these presents shall be void, otherwise to remain in full force and effect; PROVIDED ALSO, That on default in payment of any part of said principal, or interest, or taxes, as the same shall become due, or upon failure of said parties of the first part to keep the buildings, fences and improvements on said premises in good repair, or to keep said buildings, so insured as herein provided, or to deliver the policies of insurance to second party or its assigns, then the whole of the money hereby secured shall become payable immediately upon such default or failure, at the option of the party of the second part or its assigns. The party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises, and to keep the same free from other liens of whatever nature, including attorney's fees in all actions attacking such title or the validity of this mortgage. And said parties of the first