

ing described real estate, situate in Tulsa County, State of Oklahoma, to-wit:

COMPARED
All that part of Lot Eight (8), of Section Twenty-four (24), Township Nineteen (19) North, Range Twelve (12) East, of the Indian Meridian lying North of a line parallel with and 661.75 Feet South from the North line of said Lot Eight (8), according to the Government Plat and Survey thereof, except a strip of land Twenty-five (25) Feet in width along the East side thereof, dedicated to the public as a highway.

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or otherwise appertaining forever.

PROVIDED, ALWAYS, and these presents are upon this express condition, that whereas the said ASA ROSE has this day executed and delivered his certain promissory notes in writing to the party of the second part, which are described as follows: Five (5) promissory notes dated May 16, 1924, each in the principal amount of Twenty-eight Hundred Dollars (\$2,800.00) payable to party of the second part, and bearing interest from date until paid, at the rate of six (6) per cent. per annum, payable annually, one of said notes due on or before May 16, 1925, one due on or before May 16, 1926, one due on or before May 16, 1927, one due on or before May 16, 1928, and one due on or before May 16, 1929.

NOW, if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, his heirs or assigns, the said several notes above described, together with the interest thereon according to the tenor and terms of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, the whole of said sum or sums, and the interest thereon, shall then become due and payable, whether or not due and payable according to the terms of said notes, and the said party of the second part shall be entitled to the possession of said premises, and the said party of the first part, for the said consideration, does hereby expressly waive an appraisal of said real estate, and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, however, that the party of the first part may make payments on said notes, in any amount, at any time, whether or not said notes, or any of them, be due at such time. And, upon any such payment being made in advance of the maturity of any of said notes, interest shall also be paid upon the amount of such payment to date of such payment, and thereafter the said note to which said payment has been applied shall not bear interest except as to the unpaid amount of the principal thereof. Any such payments so made before maturity of said notes, shall in no wise extend the maturity thereof.

THIS MORTGAGE is given to secure the payment of a part of the purchase price of the lands above described.

IN WITNESS WHEREOF the party of the first part has hereunto set his hand the day and year first above written.

Asa Rose

STATE OF OKLAHOMA)
COUNTY OF TULSA)

SS BEFORE me, a Notary Public within and for said County and State,

on this 16th day of May, 1924, personally appeared ASA ROSE, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.