

262016 C.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1480 and issued Receipt No. 15604 therefor in payment of mortgage tax on the within mortgage.

Dated this 3 day of July 1924
W. W. Stanley, County Treasurer

Deputy

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this Second day of July A. D. 1924 between Asa Rose and Carrie Rose, his wife of Tulsa County, in the State of Oklahoma, parties of the firstpart, and Hilda Schwarz of St. Louis, Mo. party of the second part:

WITNESSETH, That said parties of the firstpart, in consideration of the sum of Eighteen thousand DOLLARS the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part her heirs and assigns, all the following described real estate, situated in Tulsa County and State of Oklahoma, to-wit:

The North Fifty (50) feet (otherwise described as the north half) of Lot One (1) in Block One Hundred Ninety (190) in the original town, now city, of Tulsa, Tulsa County, Oklahoma, according to the original plat thereof.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of the following promissory note of even date herewith,

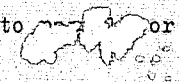
\$18,000.00

Tulsa, Oklahoma,

July 2nd, 1924.

Three years after date for value received we promise to pay to Hilda Schwarz or order at the Central National Bank of Tulsa, Oklahoma, the sum of Eighteen Thousand Dollars with interest at the rate of eight per cent per annum from date until paid, interest payable semi-annually. The makers, endorsers, sureties, guarantors and assignors of this note severally waive demand, presentment for payment, protest and notice of protest and of non-payment, and agree and consent that, after maturity, the time for its payment may be extended from time to time by agreement between the holder and any of them, without notice, and that after such extensions the liability of all parties shall remain as if no extension had been had. They also agree to pay an attorney's fee of ten dollars and ten per cent of this note if same is collected by an attorney or by legal proceedings.

This note is secured by mortgage covering the North-Half (N $\frac{1}{2}$) of Lot One (1) in Block One-hundred ninety (190) in the original town of the City of Tulsa, Oklahoma, if any interest or principal sum is not paid when the holder of this note may declare the whole sum due and payable.

The makers hereof shall have the right to  or any part of the principal after one year from date and before maturity.

Asa Rose

Carrie Rose

Said first parties hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of all incumbrances- - - - -

That they have good right and authority to convey and encumber the same, and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of \$----- for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee the sums provided in the note as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and