

COMPARED

Tulsa 6-55

23

FROM

STATE OF OKLAHOMA,

Tulsa County, ss.

This instrument was filed for record in my office
on the 12 day of August A. D. 1928 at 2:15
o'clock P. M., and duly recorded in Vol. 139 of my
(Seal) M. L. Mackley
By _____ Deputy.
Fees, \$ _____

This Indenture, Made this 12th day of August in the year of our Lord One Thousand Nine Hundred and
eighty-eight by and between Frank Johnson & Henrietta Johnson his wife
of the County of Tulsa and State of Oklahoma, part of the first part and
J. M. Barney part of the second part.

WITNESSETH, That the said part of the first part, for and in consideration of the sum of
One hundred sixty eight & 00/100 Dollars, to them in hand paid, by the said part of
of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm,
unto said part of the second part, and to his heirs 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:

all of the east one half (1/2) of northeast one quarter (1/4) of northeast one quarter (1/4)
and the northwest one quarter (1/4) of the northeast one quarter (1/4) of the northeast
one quarter (1/4) of section twenty (20) township twenty (20) range thirteen (13)
Tulsa County State of Oklahoma

TO HAVE AND TO HOLD THE SAME, With all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, unto the said part of the second part and to his heirs and assigns forever. And the said part 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 indefensible 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 heirs and assigns forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit:
FIRST: Said Frank Johnson & Henrietta Johnson his wife are justly indebted unto the said part of the second part in the principal sum of One hundred sixty eight & 00/100 Dollars, in gold coin of the United States of the present standard of weight and fineness, being for a loan thereof made by the said part of the second part, to the said part of the first part, and payable according to the tenor and effect of certain negotiable promissory note, numbered 12, executed and delivered by the said part of the first part, bearing date August 12, 1928, payable to the order of said J. M. Barney, six months, with interest thereon from date until maturity, at the rate of 10 per cent per annum, payable semi-annually on the 1st day of January and 1st day of July, in each year, and 10 per cent per annum after maturity, the installments of interest being further evidenced by coupons attached to said principal note, and of even date therewith and payable to the order of said J. M. Barney at Tulsa, Oklahoma.

SECOND: Said part of the first part agree to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements on said land insured in some responsible fire insurance company, to the satisfaction of the holder hereof, in the sum of Dollars, the policy to be made payable to the holder hereof, as additional security to this loan and if the taxes or insurance premiums are not paid when due, by the part of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of 12 per cent per annum and the first part shall assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said part of the first part agree to keep all buildings, fences and improvements on said land in as good repair as they now are, and to not commit or allow any waste on said premises.

FOURTH: In case of default in any of the covenants hereof, the rents and profits of the said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said part of the first part agree that if the makers of said note shall fail to pay the principal or interest of said note, or any part thereof as the same become due or any of the taxes, assessments or insurance premiums, as they become due or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall at the option of the holder hereof become due and payable at once, and without notice.

The said part of the first part, shall pay all expenses of collecting the insurance, and in the event action is brought to foreclose this mortgage or recover on the insurance policy, a reasonable attorney's fee of not less than Dollars shall be added, which this mortgage also secures. And that the said part of the first part, for said consideration, do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void, otherwise of full force and virtue.
IN TESTIMONY WHEREOF, The said part of the first part have hereunto subscribed their names and affixed their seal on the day and year first above mentioned.

Executed and delivered in the presence of

Karl O. Conway
J. E. Smiley

Frank Johnson
Henrietta Johnson

STATE OF OKLAHOMA, ss. Before me, Daniel P. McPhee, in and for said County and State,
Tulsa County, on this 12th day of August 1928, personally appeared
Frank Johnson and Henrietta Johnson to me known to be the identical persons 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.

My commission expires June 11, 1930. (Seal)

Daniel P. McPhee
Notary Public

Signed and acknowledged before me, Dec. 14, 1928.
J. M. Barney
Register of Deeds