

MORTGAGE RECORD NO. 402

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. B. Johnson and His Wife Izorah Johnson
 of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgaged to Max W. Campbell and G. B. Green
 of Tulsa County, Oklahoma, parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Ten (10) Block One (1)
 of the Sub-division of a part of
 Block Five (5) of Terrace Drive,
 Addition to the City of Tulsa,
 Tulsa County, Oklahoma, according
 to the Recorded Plat thereof.

THE ASSURANCE COMPANY
 I hereby certify that I received \$2.19 and equal
 tax on the within mortgage.
 Issued this 22 day of Jan 1923
 WAYNE L. DICKEY, County Treasurer
 Deputy

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Three Thousand Three Hundred Ninety and
No/100 DOLLARS

Eight
 with interest thereon at the rate of 8 per cent, per annum, payable Monthly from Jan Date

according to the terms of 35 certain promissory notes described as follows, to-wit:

Thirty-five Notes in the amount of \$45.00 each, first note due one month from date
 and one note due on even date of each and every month thereafter until all 35 notes
 are paid, said notes include interest at the rate of 8% per annum, interest computed
 on entire unpaid balance each month.
 One note in the amount of \$2515.91 due 36 months from date, said note includes inter-
 est at the rate of 8% to due date thereof.

This mortgage is inferior and subject to a first loan in the amount of
 \$3000.00.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby
 covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair
 and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage
 or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal
 sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second parties shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, They will pay a
 reasonable attorney's fee of 10% of principal hereof and Ten DOLLARS,
 which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of the
 homestead, exemption and stay laws in Oklahoma.

Dated this 24 day of January, 1923

M. B. Johnson

Izorah Johnson

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this _____
 day of January, 1923, personally appeared M. B. Johnson and Izorah Johnson

to me known to be the identical person, 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.
 Witness my hand and official seal the day and year last above written.

My commission expires March 4th, 1924 (SEAL) Harold J. Sullivan Notary Public.

I hereby certify that this instrument was filed for record in my office on 31 day of Jan, A. D., 1923
 at 10.45 o'clock A. M. Book 402, Page 410

By Brady Brown Deputy, O. G. Weaver County Clerk.