

## MORTGAGE RECORD NO. 402

215311 G.H.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Otto Johanneson and Victorine Johanneson, husband and wife of Tulsa, Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to Fritz Morris of Tulsa, Tulsa County, Oklahoma, part t of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

North Forty Four (44) feet of Lot Three (3) Block Ten (10) Factory Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 130 and issued Receipt No. 6483 therefor in payment of mortgage tax on the within mortgage.

Dated this 2 day of Dec 1922

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

Nineteen Hundred Fifty and 33/100

DOLLARS

with interest thereon at the rate of 6 per cent, per annum, payable Monthly ~~annually from~~ from date

according to the terms of 49 certain promissory note s described as follows, to-wit:

48 notes dated October 25th, 1922 in the amount of \$40.00 each one note due each succeeding month for 48 months, the first note becoming due the 25th of November, 1922 and one note in the amount \$30.83 dated October 25th, 1922 due November 25th, 1926 with interest payable as above.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 part y shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part ies 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 \$25.00 and 10% of the amount remaining unpaid DOLLARS which this mortgage also secures.

Part ies 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 25th day of October, 1922.

Otto Johanneson

SEAL

Victorine Johanneson

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 25th day of October, 1922, personally appeared

Otto Johanneson and Victorine Johanneson, husband and wife

and ----- to me known to be the identical person s 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 signature and official seal the day and year last above written.

My commission expires October 4th, 1924. (Seal) B. M. Grotkop, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2nd day of Dec, A. D., 1922 at 11:10 o'clock A. M. Book 402, Page 52

By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.