

215827 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John Carter and Lizzie Johnson  
a \_\_\_\_\_ of Tulsa Oklahoma County, Oklahoma, part ies of the first part, ha S  
mortgaged and hereby mortgage S to D. G. Elliott  
of \_\_\_\_\_, part y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Fourteen 14, Block Six (6) Southside Addition  
to Sand Springs, Oklahoma.

TREASURER'S E.I.C. \_\_\_\_\_  
I hereby certify that I received \$404 and interest  
Receipt No. 6613 therefor in payment of mortgage  
tax on the within mortgage.  
Dated this 2 day of Dec 1922  
WAYNE L. DICKEY, County Treasurer  
R. W. 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 \_\_\_\_\_  
Nine Hundred Ninety & No/100 DOLLARS  
with interest thereon at the rate of 10 per cent, per annum, payable \_\_\_\_\_ annually from maturity  
according to the terms of 33 certain promissory note S described as follows, to-wit:

All dated December 1922 for \$30.00 each 1st note due January 1,  
1923 & one note due on the 1st of each and every month thereafter  
until said 33 notes are paid.

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 Two Hundred Fifty & No/100 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 1st day of December, 19 22.

John Carter SEAL

Lizzie Johnson SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 1st  
day of December, 19 22, personally appeared \_\_\_\_\_

John Carter  
and Lizzie Johnson

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 Nov. 30, 1925. (Seal) Myrtle Davis, Notary Public.

I hereby certify that this instrument was filed for record in my office on 7 day of Dec, A. D., 19 22  
at 4:35 o'clock, P. M. Book 402, Page 93

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