

The New-Branch Print & Audit Co., Seawater, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That S.O. Johnston and Kathryn Johnston, his wife,  
a \_\_\_\_\_ of Tulsa, \_\_\_\_\_ County, Oklahoma, parties of the first part, have  
mortgaged and heroby mortgage to C.W. Erney  
of \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

The South Fifty Feet (50') of Lot Four (4)  
Block Nine (9), Pleasant View Addition to the  
City of Tulsa, Oklahoma according to the recorded  
plat thereof.

This mortgage is subject to a mortgage of \$2,200.00 to  
the Aetna Building & Loan Association of Topeka, Kansas.

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

C.W. Erney

This mortgage is given to secure the principal sum of \_\_\_\_\_

Four Hundred Fifty Dollars and no/100 - -

DOLLARS

with interest thereon at the rate of 9 per cent, per annum, payable semi- annually from \_\_\_\_\_ date

according to the terms of \_\_\_\_\_ a \_\_\_\_\_ certain promissory note \_\_\_\_\_ described as follows, to-wit:

Note dated January 21, 1924, payable to C.W. Erney in  
amount \$450.00, due July 21, 1924, interest 9%.

TREASURER'S ENDORSEMENT

evidence of the within indebtedness. I hereby certify that I received \$ 450.00 and issued

Receipt 13436 in payment of mortgage

tax on the \_\_\_\_\_

dated 23 \_\_\_\_\_

E. L. Simpson Treasurer

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party hereby  
covenant S and agree S 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 \_\_\_\_\_ shall be entitled to the immediate possession of  
the premises and all rents and profits thereof. and a receiver to be appointed by proper Court to collect  
said rents and profits and preserve said premises.

Said parties of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ will pay a  
reasonable attorney's fee of \$10.00 and 10% of the amount remaining unpaid. DOLLARS,  
which this mortgage also secures.

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

Dated this 21 day of January, 19 24

S.O. Johnston

SEAL

Kathryn Johnston

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 21st  
day of Jan., 19 24, personally appeared S.O. Johnston and Kathryn Johnson,  
his 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 May 29, 1926. (SEAL) Bertha L. Cooper Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Jany. A. D. 19 24

at 2:25 o'clock P. M. Book 403, Page 27

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

(SEAL)

For value received, I acknowledge satisfaction and payment  
in full of the within mortgage and same is hereby released.

Signed and acknowledged before me this 21st day of Jan. 19 24

County Clerk

Deputy