

#250714 NS

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REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. V. Ward and Wm.V.Ward, her husband,

a _____ of Tulsa, Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Arch J. Johnson,

of _____ part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Ten in Block Six (6) in Childers Heights
Addition to the City of Tulsa, Oklahoma,
according to the recorded plat thereof.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 13648 and issued
Receipt No. 13648 for or in payment of mortgage
on the _____ day of Feb., 1924
W. W. Stackey, County Treasurer
W. W. Stackey 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 Seven Hundred and No/100 -----
----- DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from _____ date

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

Dated February 8th, 1924, in the sum of \$700.00, due and payable on or before six months from date, said note to bear interest at the rate of 8 per cent; interest payable semi annually.

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. and to insure, and keep insured in favor of second party, buildings on said 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 party 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 Seventy and No/100 ----- 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 8th day of February, 1924

E.V.Ward SEAL

Wm. V. Ward SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 8th day of February, 1924 personally appeared E.V.Ward and Wm. V. Ward, her husband,

and _____
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.

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 8 day of Feby. A. D., 1924

at 4 o'clock P.M. Book 403, Page 79

By Brady Brown Deputy, O.G.Weaver, County Clerk.
(SEAL)