

225951 C.H.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Emmet Johnson and Elodie Johnson (husband and wife)

a of Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to W. H. Botkin

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

The East Fifty (50) feet of lot Three (3) in Block
Seventeen (17) of North Tulsa Addition to the city
Tulsa according to the recorded plat thereof.

1.8527 210 and issued
in payment of mortgage

28 day of March 1923 (Subject to mortgage to United Savings Loan Association)

W. H. Botkin, County Treasurer

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

Two Thousand One Hundred and No-100

DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable semi annually from date

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

One note for \$560.00 dated March 26th 1923 due in payments of
\$20.00 per month bearing interest at 10% per annum from date.
payments beginning April 26th, 1923.
One note for \$1540.00 dated March 26th, 1923 due in payments
of \$60.00 per month beginning July 26th, 1923 bearing interest
at the rate of ten per cent per annum from date until paid.
both notes being signed by Emmet Johnson and Elodie Johnson.

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 \$10.00 and 10% of mtg. 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 26th day of March, 1923.

Emmet Johnson

SEAL

Elodie Johnson

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 26th
day of March, 1923, personally appeared

Emmet Johnson and Elodie Johnson (husband and wife)

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 April 16, 1923. (Seal) C. W. Fillingame, Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of March A. D. 1923
at 3:50 o'clock P. M. Book 439, Page 176

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