

226844 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That..... H. H. Johnson and Arzena B. Johnson, his wife,

of Tulsa County, Oklahoma, part 100 of the first part, have

mortgaged and hereby mortgage to Security National Bank of Tulsa

of ..... part 7 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Easterly Twenty Five (25) feet of Lots One and Two in Block Seventy (70) in the original town, new City of Tulsa, Oklahoma, according to the recorded plat thereof.

I hereby certify that on 11/40 and issued  
Receipt No. 87-02 for the payment of mortgage  
tax on the within &c.

Dated this 6 day of April 1923

WAYNE L. DICKEY, County Treasurer

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

Deputy

This mortgage is given to secure the principal sum of

Seven Thousand and no/100

DOLLARS,

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

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

Dated March 31st 1928, due in ninety days after date, in the sum of Seven Thousand (\$7,000.00) Dollars, payable to the Security National Bank of Tulsa, Oklahoma, and signed by M. H. Johnson and Arzena B. Johnson, his wife.

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 part 5 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, - - will pay a reasonable attorney's fee of 10% of amount due and Fifteen DOLLARS, which this mortgage also secures.

Part..... 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 31st day of March, 1923

H. H. Johnson

..SEAL.

Mrs. H. H. Johnson  
Arzena B. Johnson

...SEAL.

Arzena B. Johnson

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 31st  
day of March, 1923, personally appeared \_\_\_\_\_

H. H. Johnson and his wife Arzena B. Johnson,

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.

Witness my signature and official seal the day and year last above written.

My commission expires, September 24th, 1923. (Seal) James B. Brooks, Notary Public.

I hereby certify that this instrument was filed for record in my office on 6 day of April, A. D., 1923  
at 9:10 o'clock A. M. Book 439, Page 253

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