

227002 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. R. Johnson and Florence Johnson, his wife

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

mortgaged and hereby mortgage to C. E. Suppes

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

Lot Nineteen (19) of Waverly Place Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof, the said Addition being the West Half of the West Half of the Southeast Quarter of the Southwest Quarter (W¹ of W¹ of SE¹ of SW¹) of Section 29, Township 20 North, Range 13 East and the South Half of the Southwest Quarter of the Northeast Quarter (S¹ of SW¹ of NE¹) of Section Seventeen (17), Township Twenty (20) Range Thirteen (13) East

and issued
8746
payable out of mortgage

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

Wayne L. Lickert, County Treasurer

This mortgage is given to secure the principal sum of

Twenty Five Hundred and No/100 (\$2500.00)

Eight

with interest thereon at the rate of per cent, per annum, payable semi-annually from April 5, 1923

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

1-\$500.00 note Dated April 5, 1923	Due on or before Five years from date.
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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 Two Hundred and Fifty & No/100 (\$250.00) DOLLARS, which this mortgage also secures.

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

Dated this 5th day of April, 1923.

L. R. Johnson

Florence Johnson

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 5th day of April, 1923, personally appeared

L. R. Johnson

and Florence Johnson, his wife

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 July 17, 1924. (Seal) Chas. A. Parkin, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of April, A. D. 1923

at 9:00 o'clock A. M. Book 439, Page 267

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