

COMPARED

227053 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Elmore Johnson, a single man

a \_\_\_\_\_ of Tulsa County, Oklahoma, part V of the first part, ha S  
 mortgaged and hereby mortgage to J. L. Rabb  
 of \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The North fifty-five (55) feet of Lot Twenty-two (22),  
 in Block eighteen (18), Lynch & Forsythe's Addition  
 to the City of Tulsa, according to the recorded plat  
 thereof;

THEATRE OF THE MORTGAGE  
 I hereby certify that the above is a true and correct copy of the original  
 Receipt No. 8772 and is in payment of mortgage  
 tax as the same is due  
 Dated this 10th day of April 1923  
 WAYNE L. DICKSON, County Treasurer  
 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 \_\_\_\_\_

Fifteen 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 one certain promissory note described as follows, to-wit:

Dated April 4, 1923 and payable one (1) year after date.

(This is second to a mortgage originally for sixteen hundred dollars  
 (\$1600.00), the principal of which has been reduced to fourteen hundred  
 twenty-five dollars (\$1425.00).

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 part V 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 One hundred fifty and no/100 DOLLARS,  
 which this mortgage also secures.

Part V 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 4th day of April, 1923

Elmore Johnson

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 4th  
 day of April, 1923, personally appeared  
 Elmore Johnson, a single man

and  
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed  
 his  
 the same as a 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 Nov. 29, 1924. (Seal) Leslie T. Brooks, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of April, A. D., 1923  
 at 2:20 o'clock P. M. Book 439, Page 271

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