

231146 C.M.J.

SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Effie L. Johnson and R. A. P. Johnson her husband

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

mortgaged and hereby mortgage to A. P. Gerlach

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

Lot Number Twenty Six (26) in Block Number Two (2) in Kراتز-Gerlach Addition to the city of Tulsa, Tulsa County, State of Oklahoma according to the recorded plat thereof.

1.76
 9634
 Lead the 22 day of May 1923
 WAYNE L. BAKER, 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 Two Hundred and Fifty (\$2250.00) 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 2 certain promissory note 8 described as follows, to-wit:

\$2250.00

Tulsa, Okla. May 21, 1923.

One note dated May 21, 1923 in the sum of \$360.00 payable at the rate of \$30.00 monthly from date with interest at the rate of 8% payable semi-annually until paid in favor of A. P. Gerlach, First payment due June 21, 1923, & one each month thereafter until paid in full.

One note dated May 21, 1923 in the sum of \$1890.00 payable at the rate of \$50.00 monthly beginning June 21, 1924, with interest at the rate of 8% payable semi-annually from date until paid, in favor of A. P. Gerlach, and all notes signed by Effie L. Johnson and R. A. P. Johnson her husband.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party ^{1st} 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 Y, 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 \$15.00 and 10% of principal sum DOLLARS, which this mortgage also secures.

Part 108 of the first part, for said consideration, do.....hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 21st day of May, 1923

Effie L. Johnson

R. A. P. Johnson

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this _____ 21st day of _____ May, 1923 personally appeared _____

Effie L. Johnson

and R. A. P. Johnson, her husband

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.

My commission expires January 31, 1927. (Seal) Max Halff, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of May, A. D., 1923.
at 3:20 o'clock P. M. Book 439, Page 592

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