

231812 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That We, C. B. Johnston and Lena B. Johnston, husband and  
a wife, of Tulsa County, Oklahoma, part Y of the first part, ha ve  
 mortgaged and hereby mortgage to Ralph Waldeck  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

East Forty-six and two-thirds feet (E46 2/3) of Lots  
 One (1) and Two (2), Block Twenty-two (22) Irving Place  
 Addition to the city of Tulsa, Oklahoma, according to  
 the recorded plat thereof.

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

One Thousand Three Hundred and thirty

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable - - annually from date

according to the terms of 38 certain promissory note S described as follows, to-wit:

Thirty-eight notes in the sum of \$35.00 each, dated May 12th, 1923 first  
 note due June 12th 1923 and one note due on the 12th day of each succeeding  
 month thereafter until all of the said thirty-eight notes have been paid in  
 full. Interest at the rate of 8 per cent per annum on each note according  
 to the tenor thereof.

This mortgage is given as a junior and second mortgage on the above described  
 premises to one mortgage in the sum of \$2000.00 to Robert Tontz.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 ies 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 ies, that in the event action is brought to foreclose this mortgage, - - will pay a  
 reasonable attorney's fee of \$10.00 and ten per cent of unpaid balance. DOLLARS,  
 which this mortgage also secures.

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

Dated this 12th day of May, 1923

C. B. Johnston

SEAL

Lena B. Johnston

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - -, a Notary Public in and for said County and State, on this 12  
 day of May, 1923, personally appeared

C. B. Johnston

and Lena B. Johnston

to me known to be the identical person ies 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 Nov. 16, 1926. (Seal) Lola McCoy Notary Public.

I hereby certify that this instrument was filed for record in my office on 29 day of May A. D. 1923  
 at 8:30 o'clock A. M. Book 439, Page 634

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