

224619 C.H.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Robins Johantzen and Clara Johantzen, his wife

a \_\_\_\_\_ of Tulsa County, Oklahoma, part <sup>ies</sup> of the first part, have  
mortgaged and hereby mortgage to W. E. Davis  
of \_\_\_\_\_ part <sup>V</sup> of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Sixteen (16), Block Two (2), Barton Addition to the city  
of Tulsa, Oklahoma, according to the recorded plat thereof,

This mortgage given subject to a first mortgage given to the  
Tulsa Building & Loan Assn. dated March 15th, 1923, in the  
sum of \$3500.00.

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 and No/100 (\$2000.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~annually~~ from March 1st, 1923

according to the terms of 67 certain promissory note described as follows, to-wit:

Notes number 1 to 66 inclusive, for the sum of Thirty (\$30.00) Dollars  
each with interest from date, payable monthly on the 1st, day of each  
month, and Note number 67 for the sum of Twenty (\$20.00) Dollars with  
interest from date, payable 30 days thereafter in its succession.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part <sup>ies</sup> hereby  
covenant <sup>S</sup> 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.

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 <sup>V</sup> shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.

Said part <sup>ies</sup> 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 \_\_\_\_\_ DOLLARS,  
which this mortgage also secures.

Part <sup>ies</sup> 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 15 day of March, 1923.

Robins Johantzen

SEAL

Clara Johantzen

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 15  
day of March, 1923, personally appeared \_\_\_\_\_

Robins Johantzen & Clara Johantzen his wife

and \_\_\_\_\_  
to me known to be the identical person <sup>S</sup> 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 hand and official seal the day and year last above written.

My commission expires Jan. 28, 1925. (Seal) A. B. Crews, Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of March, A. D., 1923

at 4:35 o'clock P. M. Book 439, Page 89

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