

227101 G. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 18 and issued Receipt # 82283 in payment of mortgage tax as the within mortgage.

Dated this 10 day of April 1923

WAYNE L. DICKEY, County Treasurer

a. g.
Deputy

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That John G.

Kethley and Rose M. Kethley, his wife of Tulsa County, in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Katherine A. Johnston of Tulsa County, of the

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

Lot Twenty-three (23) in Block Two (2) in Highland Addition to the Town of Red Fork, Oklahoma, according to the recorded plat thereof with all the improvements thereon, and appurtenances thereunto belonging, and warrant the title to the same.

PROVIDED ALWAYS, And these presents are upon the express condition that whereas said John Kethley and Rose M. Kethley, have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows: One principal note for the sum of Eight Hundred eighty dollars (\$880) with interest thereon at the rate of ten per cent per annum after maturity said note due and payable April 1, 1924,

NOW, If the said parties of the first part shall pay or cause to be paid to the said party of the second part, her heirs, assigns, the sum of money in above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same by law are due and payable, then the whole of said sum or sums, and interest thereon, shall and by these presents become due and payable, and the said party of the second part shall be entitled to the possession of said premises.

Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company to the satisfaction of the legal holder or holders of this mortgage, to the amount of this mortgage loss, if any payable to the mortgagee or her assigns. An attorney fee of ten per cent of amount due dollars may be taxed and be made part of the costs of foreclosure, providing this mortgage is foreclosed by an attorney of record of this state.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands this 1st day of April, A. D., 1923.

John G. Kethley

Rose M. Kethley

STATE OF OKLAHOMA,

County of Tulsa

} SS.

Before me, J. R. League, a Notary Public in and for said County and State, on this 7th day of April 1923, personally appeared John G. Kethley and Rose M. Kethley, 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.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

My commission expires May 16, 1926

(SEAL)

J. R. League, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, April 9, 1923 at 4:20 o'clock P. M.

in Book 442, page 688 By Brady Brown, Deputy

(SEAL) O. G. Weaver, county clerk