

#235917 NS

COMPARED

Overbay Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Robert F. Johnson, and Lucy Johnson, his wife,
 of Tulsa, County, Oklahoma, part 1st of the first part, ha a
 mortgaged and hereby mortgage to John T. Miller,
 of part y. of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Ten in Block Two in Magnolia
 Addition to the City of Tulsa, except a strip
 20 feet deep on south side of Lot.

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 Three Hundred Fifty & No/100
 DOLLARS,
 with interest thereon at the rate of — per cent, per annum, payable semi- annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

Dated July 11th, 1923,
 Payable at \$40.00 per mo. Due on 15th each Mo.
 Amt. \$350.00
 Payable to John T. Miller,
 Signed by Robert F. Johnson & Lucy Johnson,

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 350.00 and issued
 Receipt No. 10658 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 15 day of 7 1923

W W Stucky, County Treasurer
P. B. Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 upon 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 mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 1st the first part hereby agree a, that in the event action is brought to foreclose this mortgage, — will pay a
 reasonable attorney's fee of One Hundred & No/100 DOLLARS
 which this mortgage also secures.

Part 1st 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 11th day of July, 1923

Robert F. Johnson, SEAL

Lucy Johnson, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, —, a Notary Public in and for said County and State on this 11th
 day of July, 1923, personally appeared Robert F. Johnson, and Lucy Johnson,
his wife,

XXX
 to me known to be the identical person — 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 March 1, 1924. (SEAL) Thos. R. Gentry, Notary Public

I hereby certify that this instrument was filed for record in my office on 17 day of July, A. D., 1923
 at 10:50 o'clock A. M. Book 489, Page 308
 By Brady Brown Deputy. O. G. Weaver, County Clerk
 (SEAL)