

COMPARED

Overhay Bros. Binders

#232376 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Elmore Johnson, single
 of Tulsa, County, Oklahoma, part Y of the first part, has
 mortgaged and hereby mortgage to J.L. Rabb
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The North Fifty-five (55) feet of Lot Twenty-two
 (22) in Block Eighteen, (18), Lynch & Forsythe's Addition
 to the City of Tulsa, 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 Fifteen Hundred and No/100
DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable semi annually from date,
 according to the terms of 12 certain promissory note S described as follows, to-wit:

Eleven (11) notes for Fifty Dollars (\$50.00)
 each payable One (1) to eleven (11) months after
 date and one (1) note for Nine Hundred Fifty Dollars,
 (\$950.00) payable twelve (12) months after date,
 respectively, all of said notes being dated May 23,
1923.

RECEIVED
 Mortgage Record No. 456, and issued
 Receipt No. 2886, thereon in payment of mortgage.
 Dated this 4 day of June, 1923
WAYNE L. DUBOIS, County Treasurer
J.S.
 Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party hereby
 covenant, S and agree S 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. 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 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 party Y of the first part hereby agree S that in the event action is brought to foreclose this mortgage, ----- will pay a
 reasonable attorney's fee of One Hundred Fifty and No/100 ----- DOLLARS
 which this mortgage also secures.

Part Y 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 23rd day of May, 1923.

Elmore Johnson, SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 23rd
 day of May, 1923 personally appeared Elmore Johnson, single, man

and -----
 to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that he executed
 the same as his 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. 29, 1924 (SEAL) Leslie E. Brooks, Notary Public

I hereby certify that this instrument was filed for record in my office on 4 day of June, A. D., 1923
 at 3:20 o'clock P. M., Book 439, Page 50
 By Brady Brown Deputy. (SEAL) O.G. Weaver, County Clerk