

# 239312 M II

Overbay Bros, Binders

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Emma J. French and J. E. French, her husband  
 a Tulsa County, Oklahoma, part ies of the first part, have  
 mortgaged and hereby mortgage to Virginia V. Johnson  
 of Tulsa County, Oklahoma, part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Eleven (11) in Block fourteen (14) Burgess-Hill Addition to the City of Tulsa,

11393

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Sept. 3

E. Quinn

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 Twenty-five Hundred (\$2500.00) DOLLARS,  
 with interest thereon at the rate of eight cent, per annum, payable semi- annually from date  
 according to the terms of one certain promissory note described as follows, to-wit:

One Promissory note, dated Tulsa, Oklahoma August 31, 1923, in the sum of \$2500.00  
 due one year from date executed by Emma J. French and J. E. French, her husband, and  
 payable to Virginia V. Johnson at the Exchange Trust Company, Tulsa, Oklahoma, bearing  
 interest at the rate of eight per cent per annum, payable semi-annually from date until  
 paid

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 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 part V shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part ies 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 Two Hundred Fifty (\$250.00) DOLLARS  
 which this mortgage also secures.

Part ies 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 31st day of August, 19 23.

Emma J. French SEAL

J. E. French SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, George P. Bonnette, a Notary Public in and for said County and State on this 31st  
 day of August, 19 23, personally appeared

Emma J. French  
J. E. French, her husband,

and S who executed the within and foregoing instrument and acknowledged to me that their executed  
 to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that their 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 July 9th 1927 (Seal) George P. Bonnette Notary Public

I hereby certify that this instrument was filed for record in my office on 4 day of Sept. A. D., 19 23  
 at 11.50 o'clock A M. Book 439, Page 552  
 By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk