

COMPARED

MORTGAGE RECORD NO. 465

#242717 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Charles D. Johnson and Annie B. Johnson, husband and wife, of Tulsa, Tulsa, County, Oklahoma, part 1st of the first part, ha VE mortgaged and hereby mortgage to I. R. Cutchall of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Twenty-three (23) and Twenty-four (24)
in Block One (1), of Sunnybrook Addition to
the City of Tulsa, according to the recorded
plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 12 and issued
Receipt No. 12139 therefor in payment of mortgage
tax on the within mortgage.

Dated this 23 day of Oct 1923

W. W. Stackey, County Treasurer

W. W. Stackey
Deputy

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 Six Hundred and no/100 - - - - - (\$600.00) - - -

DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from date

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

Of even date herewith for the principal sum of \$600.00
due in one year after date, executed by Charles D. Johnson
and Annie B. Johnson, payable to the order of I. R. Cutchall,
said note bearing interest at the rate and payable as afore-
said, and providing for an attorney's fee of ten per cent of
any amount due, in case of suit or foreclosure.

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 on 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 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 y shall be entitled to the immediate possession of
the premises and all rents and profits thereof.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay a
reasonable attorney's fee of as provided for in the above note, ~~XXXXXX~~
which this mortgage also secures.

Parties 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 20th day of October 1923

Charles D. Johnson SEAL

Annie B. Johnson SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 20th
day of October 1923, personally appeared Charles D. Johnson and Annie B. Johnson,
husband and wife,

~~XXXX~~
to me known to be the identical person S, 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 signature and official seal the day and year last above written.

My commission expires June 21, 1924 (SEAL) Russell B. James Notary Public.

I hereby certify that this instrument was filed for record in my office on 22 day of Oct A. D. 1923
at 11 o'clock A M.

By Brady Brown Deputy (SEAL) O. G. Weaver County Clerk