

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H.D. Johnson and Esther B. Johnson, (husband and wife)
 of Tulsa, County, Oklahoma, part ies of the first part, ha s
 mortgaged and hereby mortgage to A.Y. Boswell, Jr.,
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Number Five (5) Block Number One (1)
 Boswell Addition, to the City of Tulsa,
 Tulsa County, Oklahoma, according to the
 Recorded plat thereof.

12388
 13 day of Nov, 1923
 W. W. Bickey, County Treasurer
 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 Twenty One Hundred and Thirty (\$2130.00)

with interest thereon at the rate of 8 per cent, per annum, payable monthly xxxx from date DOLLARS,

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

One note of even date herewith for an amount of Twenty One Hundred and Thirty Dollars (\$2130.00) said amount payable Monthly in payments of Twenty Eight Dollars and Twenty cents. (\$28.20) Each Month, said amount to include interest on the unpaid balance First monthly payment due on or before December the 6th 1923 and on each succeeding month thereafter until fully paid.

This mortgage is given subject to a pryor and former mortgage for an amount of Three Thousand Dollars, in favor of the Home Savings & Loan Association of Bartlesville, Oklahoma.

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 V shall be entitled to the immediate possession of the premises and all 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 ten per cent of the unpaid balance 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 6th day of November, 1923

H. D. Johnson SEAL

Esther B. Johnson, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 6th day of November, 1923, personally appeared H.D. Johnson and Esther B. Johnson, (husband and wife.)

and ----- 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 January 10th, 1927. (SEAL) R.M. Alderson Notary Public.

I hereby certify that this instrument was filed for record in my office on 13 day of Nov. A. D. 1923

at 10:20 o'clock A. M.
 By Brady Brown Deputy (SEAL) O.G. Weaver, County Clerk.