

COMPARED

#244956 NS

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Edward I. Johnson, and Naomi Johnson, (husband and wife)  
Tulsa, Oklahoma, County, Oklahoma, part ies of the first part, have  
 mortgaged and hereby mortgage to W. M. Lewis  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The South Fifty (50) feet of Lot Five (5)  
 Block Nine (9) of Pleasant View Addition  
 to the City of Tulsa, Oklahoma, according  
 to the recorded plat thereof.

Subject to a first mortgage in favor of M.  
 Hughes, in the sum of \$500.00 due April 1926.

NOTARY'S ENDORSEMENT  
 I hereby certify that I received \$ 1350 and issued  
 this mortgage for the sum of 12548 in payment of mortgage  
 on the 22 day of Nov, 1923  
A. B. County Treasurer

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 Thirteen Hundred Fifty (\$1350.00) - - - - - DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date hereof,

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

Tulsa, Oklahoma, October 15th, 1923. For value received, I, We,  
 or either of us promise to pay to the order of W. M. Lewis, the  
 sum of Thirteen Hundred Fifty Dollars, (\$1350.00), in installments  
 of \$25.00, per month; said installments to be paid on or before  
 the 15th day of each and every month hereafter beginning the 15th  
 day of November 1923, Deferred payments to bear interest at the  
 rate of 8 per cent per annum from this date until paid; interest  
 payable semi-annually. If any of said installments become delin-  
 quent for 60 days the entire unpaid balance shall at once become  
 due and payable at option of the holder. This note is secured by  
 second mortgage on South 50 feet of Lot 5 Block 9 in Pleasant View  
 Addition to Tulsa, 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 Y 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 face of mortgage. 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 fifteenth day of October, 1923.

Edward I. Johnson, SEAL

Naomi Johnson, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - -, a Notary Public in and for said County and State, on this Fifteenth  
 day of October, 1923 personally appeared Edward I. Johnson and Naomi Johnson,  
(his wife)

MEY  
 to me known to be the identical person E 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 April 17th, 1927. (SEAL) Chas. K. Warren, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21st day of Nov, A. D. 1923.

at 9:30 o'clock A. M.

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