

COMPARED

#246648 NS

## MORTGAGE RECORD NO. 465

## 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, parties of the first part, have mortgaged and hereby mortgage to I. R. Cutchall, part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty-two (22) in Block One (1) of Sunnybrook Addition to the City of Tulsa, Said County and State according to the recorded plat thereof.

TO EASER'S ENDORSEMENT  
I hereby certify that I received \$ 200.00 and loaned  
Proceeds of 12916 to the mortgagor on the within mortgage.  
Dated this 14 day of Dec 1923  
W. W. Stuckey, County Treasurer  
L.B.

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 Two Hundred and No/100 -----

----- DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable April 1, 1924 ~~xxxxxxx~~ from date

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

Of even date herewith executed by parties of the first part, payable to the order of party of the second part, for the principal sum of \$200.00, due and payable April 1, 1924, with interest as aforesaid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 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 Ten Dollars and ten per cent per of any amount due, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 13th day of December, 1923.

Charles D. Johnson, SEAL

Annie B. Johnson, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss: 12

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

to me known to be the identical persons 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 Sept. 8, 1927. (SEAL) J.E. Hardy, Notary Public.

I hereby certify that this instrument was filed for record in my office on 13 day of Dec. A. D. 1923 at 1:20 o'clock P. M.

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