

#247256 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That We, James A. Johnson, and his wife, Fanny J. Johnson,  
 of Tulsa, Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to O.S. Mason,  
 of part, Y... of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Fifteen (15) in Block Six (6) in Booker Washington  
 Addition to the City of Tulsa, State of Oklahoma, and Lot  
 Five (5) in Block Two (2) in Urley Addition to the City  
 of Tulsa, State of Oklahoma, according to the recorded plats  
 thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 60 and issued  
 receipt 13009 in payment of mortgage  
 dated 21 day of Dec. 1923  
W. W. Gentry, County Clerk

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 Fifteen Hundred (\$1500.00) -----  
 ----- DOLLARS,  
 with interest thereon at the rate of 10 per cent, per annum, payable ----- annually from ----- date -----  
 according to the terms of one certain promissory note ----- described as follows, to-wit:

One promissory note dated December 20, 1923, and signed  
 by James A. Johnson and his wife, Fanny J. Johnson and  
 for Fifteen Hundred (\$1500.00) Dollars and made due and  
 payable to O.S. Mason on or before the 20th day of Dec-  
 ember, 1925.

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 party, 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 One Hundred Fifty ----- DOLLARS,  
 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 December, 1923.

Jas. A. Johnson, SEAL

Mrs. Fanny J. 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 December, 1923, personally appeared James A. Johnson and Fanny J. Johnson,  
his wife,

and -----  
 to me known to be the identical person ----- 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 March 1, 1924. (SEAL) Thos. R. Gentry Notary Public

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

at 9 o'clock A. M.

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