

Hill Crest Addition to the City of Tulsa, Oklahoma.

Marvin A. Young

Subscribed and sworn to before me this 4th day of August, 1923.

My commission expires Oct. 31, 1923 (SEAL)

Caroline Baker, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 13, 1923 at 4:15 o'clock P. M. in Book 482, page 38

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

246708 C.J.

COMPARED

KNOW ALL MEN BY THESE PRESENTS: That

William P. Johnston, Jr., and Viola G. Johnston
husband and wife of Kansas City, Missouri parties of the
first part, have mortgaged and hereby mortgage to First

MORTGAGE COMPANY, a corporation, of Rogers County, Oklahoma, party of the second part, the
following described real estate and premises situated in Tulsa County, State of Oklahoma,
to-wit:

The East half of the Northeast quarter of Section Seven (7), Township
Twenty-one (21) North, Range Thirteen (13) East of the Indian Base and Meridian
with all of the improvements thereon and appurtenances thereto belonging, and warrant the
title to the same.

This mortgage is given as security for the payment of one promissory note, dated the
December 6th, 1923 executed and delivered by first parties, and payable to the order of
said mortgagee, at their office in Claremore, Oklahoma, with interest thereon after -----
at the rate of -----per cent. per annum, and after maturity at the rate of 10 per cent per
annum, which note matures as follows:

One note for \$900.00 due December 6th, 1924

This lien hereby created is subject to a mortgage for \$1500.00 and interest, executed to
Travelers Insurance Company dated August 11th, 1923

PROVIDED ALWAYS, that this instrument is made, executed and delivered upon the follow-
ing conditions, to-wit: That said first parties, hereby covenant and agree to pay all taxes
and assessments of said land when the same becomes due; and to keep all improvements in good
repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default
be made in the payment of the principal or interest of this or the first mortgage above re-
ferred to, or the taxes, insurance premiums, or in case of the breach of any covenant herein
contained, or in the first mortgage above referred to, contained, the whole of said principal
sum, with interest, shall be due and payable and this mortgage may be foreclosed and said
second party shall be entitled to the immediate possession of the premises and all the 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 which this mortgage also
secures.

Parties of the first part, for said consideration, do hereby expressly waive appraise-
ment of said real estate, and all benefit of the homestead, exemption and stay laws of Okla-
homa.

Dated this 6th day of December, A. D., 1923

STATE OF MISSOURI)
County of Jackson)

ss. Before me, Lilah A. Peterson
a Notary Public in and for said County and State, on this
11th day of December 1923, personally appeared William P.
Johnston Jr., and Viola C. Johnston his husband and wife to me known to be the identical

William P. Johnston Jr.

Viola C. Johnston

TREASURER'S ENDORSEMENT

I hereby certify that I received \$18. and issued
Receipt No. 12911 thereon in payment of mortgage
tax on the within mortgage.

Dated this 13 day of Dec. 1923

W. W. Stuckey, County Treasurer

Deputy