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## MORIGAGE

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TREASURER'S ENDORSEMENT I hereby certify that I received \$104 and issued Foreq (No. 280.5 there or m payment of mortgage tax on the will a more accepted. Even in 20 day of Jeff 1924 View Staticey, Course pressurer

COMPARED THIS INDENTURE, Made this.21 day of Jany A. D., 1924 between N. J. C. Johnson of Logan County, in the State of Oklahoma, of the first part, and R. S. Smith of Logan County, in the State of Oklahoma, of the second part.

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WITNESSETH, That said part ---- of the first part, in consideration of the sum of ----- Two Hundred & No/100 Dollars the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part ---- of the second part his heirs and assigns, all the following described Real Estate, situate in Tulsa County, and State of Oklahome, towit:

E2 E2 SE4 NE'& E2 W2 E2 SE4 NE 4 Sec 18 Twp 19 N Range 12 E

Deputy

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TO HAVE AND TO HOLD THE SAME, Unto the said part---- of the second part---- heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appartaining, forever:

PROVIDED, ALWAYS, And these present are upon this express condition, that whereas said N. J. C. Johnson has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: On Jany 21, 1925 promise to pay \$200.00 Int at ten per cent from date atty fee of foreclosure \$50.00

Now, if said party of the first part shall pay or cause to be paid to said party of the second part--- his heirs or assigns, said sum of money in the above described note mentioned together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said part--- of the second part shall be entitled to the possession of said premises. And the said part--- of the first part for said consideration do hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year first above written.

N. J. C. Johnson

STATE OF OKLAHOMA, Logan County, ss.

Before me, Jno F. Anderson, a Notary Fublic in and for said County and State, on this 26" day of Jany 1924, personally appeared N. J. C. Johnson and ---- to me known to be the identical persons, who executed the within and foregoing instrument, and acknowledged to me the same not my homestead and that he executed the same as his free and voluntary act and deed for the uses and purposes there in set forth.

My commission expires 2-24, 1925 (SEAL) Jno H. Anderson , Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, Feby 19, 1924 at 1:30 o'clock P. M. in Book 486, page 265

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