

31st day of March 1925, personally appeared the above named Amelia K. Crowell Johnson and W. H. Johnson, her husband to me known to be the identical persons who executed the above 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 hand and official seal the day and year above written.

My commission expires Apr. 9, 1928. (Seal)

Cal Arnold, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, March 31, 1925, at 4:00 o'clock P.M. and recorded in Book 493, Page 339.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

283092 C.M.J.

REAL ESTATE MORTGAGE.

TREASURY RECEIPT

This is to certify that \$2.00
and Receipt No. 19444
Payment of Mortgage.
Dated this 1st of April, 1925
W. H. Johnson, County Treasurer

THIS INDENTURE, Made this Twenty-seventh day of March in the year of our Lord, One Thousand Nine Hundred twenty-five between Josephine P. Walters, a widow, of the County of Tulsa and State of

Oklahoma, of the first part, and THE INTER-STATE MORTGAGE TRUST COMPANY, a Kansas corporation, domesticated under the laws of the State of Oklahoma, of the second part.

WITNESSETH, That the said party of the first part in consideration of the sum of Two Thousand and No/100 Dollars, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its successors or assigns forever, all that tract or parcel of land situated in the County of Tulsa and State of Oklahoma, described as follows, to-wit:

Lots Fifty-five (55) and Fifty-six (56), Block Five (5) Amended College

View Addition to the city of Tulsa, according to the amended plat thereof.

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and will warrant and defend the title to the same, and that the same is free and clear of all incumbrances of whatsoever kind.

This Grant is intended as a mortgage, to secure the payment of the sum of Two Thousand and No/100 Dollars payable to THE INTER-STATE MORTGAGE TRUST COMPANY at its office in Greenfield, Massachusetts, according to the terms of one certain promissory note with 10 coupons attached, this day executed and delivered by the said party of the first part, to the said party of the second part, and this conveyance shall be void if such payment be made as therein specified.

But if default be made in the payment of any sum hereby secured or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party and its assigns interest at the rate of ten (10) per cent per annum on said principal note, from the date of such default to the time when the money shall be actually paid. Any payment made on account of interest shall be credited in said computation, so that the total amount collected shall be and not exceed the legal rate of ten (10) per cent per annum.

The first party agrees to pay all taxes and assessments levied upon said real estate, and if not paid the holder of this mortgage may without notice elect to pay such taxes or assessments and be entitled to interest on the same at the rate allowed by law, and this mortgage shall stand as security for the amount so paid with such interest.

The said first party agrees to keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber, excepting for making and repairing

COMPARED BY
J. S. 24
J. S. 24