

The News-Dispatch Print & Bind Co., Shawnee, Okla.

218037 G.M.J. COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. M. Berry and Freda Berry, his wife,

a _____ of _____ Payne _____ County, Oklahoma, part^{ies} of the first part, ha^{ve}
 mortgaged and hereby mortgag^e to _____ W. A. Goodner

of _____ part^y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot four (4) Block seven (7) in Pouders & Pomeroy
 Addition to the City of Tulsa, Oklahoma.

Note: This Mortgage is given for a part of the
 purchase price of the above described Real Estate.

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 _____

Seven Thousand Five Hundred

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable _____ annually from _____ Date _____

according to the terms of 13 certain promissory note S described as follows, to-wit:

Twelve notes to be paid in installments of Six Hundred Dollars each
 (\$600) every six months for a period of twelve payments and one note for
 Three Hundred dollars (\$300) to be paid at three months after the last
 \$600 payment is made.

I hereby certify that I received \$ 8,750 and issued
 Receipt No. 7199 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 28 day of Dec, 1922

WAYNE L. DICKEY, County Treasurer

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part^{ies} 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.

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^y shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part^{ies} of the first part hereby agree S that in the event action is brought to foreclose this mortgage, _____ will pay a
 reasonable attorney's fee of Two Hundred DOLLARS,
 which this mortgage also secures.

Part^{ies} 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 28th day of December, 1922

W. M. Berry _____ SEAL

Freda Berry _____ SEAL

STATE OF OKLAHOMA, County of Payne, ss:

Before me, _____, a Notary Public in and for said County and State, on this 28th
 day of December, 1922, personally appeared _____

W. M. Berry

and _____ Freda Berry, his wife

to me known to be the identical person^s 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 hand and official seal the day and year last above written.

My commission expires Feb. 10, 1926. (Seal) I. Cook, Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of Jan., A. D., 1923

at 11:30 o'clock A. M. Book 402, Page 216

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