

COMPARED

THE NEWS-OKLAHOMA PRINT & AMPLIFY CO., SHAWNEE, OKLA.
218415 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. H. Cherry and Grace G. Cherry, his wife

a _____ of Tulsa County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to E. G. Cunninghamof _____ part^{ies} of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:Lot Fourteen (14) in Block Fourteen (14) of the Gillette
and Wall Addition to the City of Tulsa, Oklahoma.Subject to a loan of \$2500.00 to the Aetna Building & Loan
Association of Topeka, Kansas.

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 _____

Five Hundred and No/100

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

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

\$500.00, dated Dec. 28th, 1922, for three years, interest at the rate of 8
per cent from date.

evidence of the within indebtedness.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part^{ies} hereby
covenant^{ies} and agree^{ies} 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^{ies} 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^{ies}, that in the event action is brought to foreclose this mortgage, they will pay a
reasonable attorney's fee of _____ 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.

J. H. Cherry

SEAL

Grace G. Cherry

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 3d
day of Jan. 23, 1923, personally appeared _____

J. H. Cherry and Grace G. Cherry, his wife

-and _____
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 signature and official seal the day and year last above written.

My commission expires Jan. 2, 1924. (Seal) W. M. Robbins, Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of Jan. A. D., 1923.
at 8:00 o'clock A. M. Book 402, Page 238

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

NOTARIES ENDORSEMENT
I hereby certify that I received \$300.00 and issued
Receipt No. 2116 therefor in payment of mortgage
tax on the within mortgage.
Dated this 9 day of Jan. 1923.
WAYNE L. DICKEY, County Treasurer
W. L. D.