

COMPARED

202624 C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 30 and issued
 Receipt No. 13238 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 19 day of June 1922

WAYNE L. DICKEY, County Treasurer

Deputy

Hopping and T. D. Evans) mortgagee, the following described real estate, with all appur-
 tenances, situate in Tulsa County, Oklahoma, to-wit:

Lots Seven and Eight, Block Ten Berry Addition to the City of Tulsa, Oklahoma.

Mortgagor warrants the title to above premises and that there are no liens or incum-
 brances thereon except as stated in this instrument.

THIS MORTGAGE is executed to secure the performance of each obligation herein made
 by mortgagor, one of which obligations is to pay said mortgagee, his heirs or assigns, the
 said indebtedness above named, with interest as herein stated, to-wit:

\$1500.00 represented by the One promissory note of mortgagor, of even date
 herewith, as follows:

One note for \$1500.00 Due May 1st, 1924

Each note above named bears interest at the rate of 8 per cent per annum payable semi-
 annually from May 1st, 1922 and ten per cent per annum after due.

Failure of mortgagor, his grantees, heirs or successors to pay the principal or any
 part thereof, or the interest thereon, when due, of any prior mortgage or lien on said real
 estate or any part thereof, shall render all money secure by this mortgage due and payable
 at once without notice.

In event of foreclosure of this mortgage, mortgagor agrees to pay an attorney's fee
 of ten dollars and ten per cent of principal and interest unpaid and this mortgage secures
 the same.

Mortgagor agrees to pay all taxes or assessments, general or special, levied against
 said premises when they are by law due and payable.

NOW if any of said sum or sums of money secured by this mortgage, or any part there-
 of, or any interest thereon, is not paid when due, or if the taxes or assessments levied
 against said property, or any part thereof, are not paid when due same are by law due and
 payable, or if there is a failure to perform any obligation made in this mortgage, then or
 in either event the whole sum or sums of moneys secured by this mortgage with all interest
 thereon shall immediately become due and payable, and foreclosure may be had of this mort-
 gage. Said mortgagor expressly waives the appraisal of said real estate and all benefit
 of the homestead exemption and stay-laws of the State of Oklahoma.

Dated this 9th day of June 1922.

J. H. Berry

Mrs. E. L. Berry

STATE OF OKLAHOMA)
) ss.
 County of Tulsa)

Before me, a Notary Public in and for the above named County and State, on this
 16 day of June 1922, personally appeared J. H. Berry, husband of E. L. Berry to me person-
 ally known to be the identical person who executed the within and foregoing mortgage and
 acknowledged to me, that he executed the same as his 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 Dec. 20, 1924

(SEAL) Esther Warren, Notary Public
 Tulsa County, Oklahoma.

406