

If said mortgagors shall pay the aforesaid indebtedness, both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage; then these presents to become void; otherwise to remain in full force and effect.

Said mortgagors agree to pay all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest or estate therein. In case said mortgagors shall fail to pay any such taxes, assessments or charges, then the holder of this mortgage and the note secured thereby may pay said taxes, assessments or charges, and said mortgagors agree to repay upon demand the full amount of said advances, with interest at the rate of ten per cent. per annum from date of such advances, and this mortgage shall be a further lien for the payment thereof.

The mortgagors agree to keep all buildings and improvements upon said land in as good condition as they now are; to neither commit nor suffer waste; to maintain both fire and tornado upon all buildings in a company satisfactory to mortgagee or assigns, in a sum not less than Thirtyfive Hundred and no/100 payable in case of loss to mortgagee or assigns, upon the mortgage indebtedness, all insurance policies to be delivered unto mortgagee or assigns as soon as written, and by them retained until the payment of this obligation. And the mortgagors authorize the holder hereof to repair any waste, and to take out policies of insurance--fire, tornado or both, should mortgagors default in so doing and to advance the money therefor; and to repay such advances with interest at the rate of ten per cent. per annum, mortgagors pledge themselves, and the lien of this mortgage shall extend thereto.

Non-compliance with any of the agreements made herein by mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligations conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required. Should it become necessary to collect the debt secured hereby by suit, or should the holder of the note hereby secured so elect, then the sum of Three Hundred Fifty and no/100 Dollars, as attorney's fee for collecting same shall be allowed, to be taxed as other costs in the suit.

WITNESS my hands this first day of September, 1922.

K. Carroll

Notary Public (SEAL)

F. W. Cherryhomes

My commission expires Jan 28, 1924

Selma Cherryhomes

( Acknowledgment to the Mortgage )

STATE OF OKLAHOMA, )  
 ) ss.  
TULSA COUNTY, )

BEFORE ME, a Notary Public in and for said County and State, on the 1st day of September, 1922 personally appeared F. W. Cherryhomes and Selma Cherryhomes, his wife, to me well known to be the identical persons 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 date above written.

My commission expires Jan 28, 1924

(SEAL) K. Carroll, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Sept 8, 1922 at 11:10 o'clock A.M.

in book 417, page 207

Byr. Delman, Deputy

(SEAL) O. D. Lawson, County Clerk