

Filed for record in Tulsa, Tulsa County, Oklahoma, March 27, 1923, at 2:30 o'clock P.M. and recorded in Book 435, Page 279.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

225815 C.M.J.

INDENTURE MORTGAGE OF REAL ESTATE.

Indenture made this 22nd day of March 1923, between Eleonora H. Scherer & A. J. Scherer, her husband of --- County, in the State of Oklahoma, of the first part and J. M. Berry of Tulsa County, in the State of Oklahoma, of the second part.

This indenture made this 22nd day of March A.D. 1923, between Eleonora H. Scherer & A. J. Scherer, her husband of --- County, in the

State of Oklahoma, of the first part and J. M. Berry of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH, That said parties of the first part in consideration of Fifteen Hundred and No/100 Dollars, (\$1500.00) the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part-of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot One (1) Block Ten (10) Lynch and Forsythe Addition to the city of Tulsa, according to the recorded plat thereof.

This mortgage is made subject to an unpaid balance of \$6,000.00, secured by a prior mortgage made to the Calvert Mortgage Company,

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition that whereas said Eleonora H. Scherer and A. J. Scherer have this day executed and delivered a certain promissory note in writing to said party of the second part described as follows:

Note dated March 14, 1923, due in 90 days from date, payable to the Central National Bank of Tulsa, Okla. for \$1500.00.

This mortgage also covers any extensions or renewals of the above note, either in full or in part, and also any other indebtedness which may be created by the parties of the first part with the party of the second part subsequent hereto and prior to the release of this mortgage.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns, said sum of money in the above described note mentioned together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable and said party of the second part shall be entitled to possession of said premises. And said parties of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands the day and year first above written.

Eleonora H. Scherer

A. J. Scherer

State of Florida, Dade County, ss.

Before me J. E. Downes, a Notary Public in and for said county and state on this