24858 C.J.
REAL ESTATE MORTGAGE
KNOW ALL MEN BY THESE PRESENTS, That G. A. Money and his wife Ella M. Money
of Broken Arrow , Tulsa County, Oklahoma, part 10.36 the first part, ha Ve
mortgaged and hereby mortgage to Lary A. Berry
part.y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to wit: Tots Five (5) and Six (6) in Elock Twenty Two (22) in the Coll ddition to Broken Arrow, Oklahoma
"CCFY"OF NOTE" Broken Arrow Okla. March 16th 1925 of or before march 16th 1924 After date, for value received, I, we or either of us jointly and severally waiving grace and protest, promise to pay to the order of Mary A. Derry at the Broken Arrow, Okla. Seven Hundred and Fifty Dollars with interest from date at the rafe Eight per cent per annum payable annually until paid. The interest, if not paid annual to become as principal and beer the same rate of interest, and in case this note is placed at the hand of an attorney for collection————agree to pay ten per cent additional for a the hand of the same. The endorsers, guaranters and assignors severally waive present and payment protest and notice of protest thereof, for non-payment of this note and constant time of payment may be extended without notice.
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 Hundred and Fixty (1750.)
DOLLARS,
with interest thereon at the rate of per cent, per annum, payable annually from Date
according to the terms of CN9
according to the terms of CARD certain promiseory note
2378
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Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1.0.5 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, thall be due and payable, and this mortgage may be foreclosed and second part shall be entitled to the immediate possession of the premises and all rents and profits thereof.
Said part. 10SM the first part hereby agreed, that in the event action is brought to foreclose this mortgage,
reasonable attorney's fee of
Part.Y of the first part, for said consideration, do
Dated this 16th
C. A. Lioney Seal.
Flla : Money SEAL
STATE OF OKLAHOMA, County of Tulsa, ss:
Before me,
day of March , 1923 , personally appeared C. A. Koney and Ella 11. Honey
and
to me known to be the identical person. S who executed the within and foregoing instrument and acknowledged to me that
the same as
My commission expires. Juno. 20 th 1926. (SHAE) M. C. William Notary Public.
I hereby certify that this instrument was filed for record in my office on 19 day of 1.5ch. A. d., 10 23
at 9:00 o'clock A. M. Book 439, Page 101
Brady Brown Deputy. (SEAL). O. G. Weaver, County Clerk.