

COMPARED

Overbay Bros. Binders

237180 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Tom Sherry and Lou A. Sherry, his wife,
 a Tulsa County, Oklahoma, part 108 of the first part, have
 mortgaged and hereby mortgage to Virginia V. Johnson
 of Tulsa County, Oklahoma, part 108 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lots Fourteen (14) and Fifteen (15) in
 Block One (1) in Tulsa Square Addition to the
 City of Tulsa, State of Oklahoma, as per the
 Amended plat of said Addition on record in the
 Register of Deeds office of Tulsa County, Okla-
 homa.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 60 and issued
 Receipt No. 12948 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 8 day of Aug 1923
W. W. Stuckey County Treasurer
A. B.

Deputy

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

One Thousand and No/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable Semi- annually from date until paid
 according to the terms of one certain promissory note described as follows, to-wit:

One promissory note in the sum of \$1,000.00 dated July 20th, 1923, due
 three years after date to Virginia V. Johnson of Tulsa, Oklahoma, with
 interest at eight per cent. payable semi-annually at Tulsa, Oklahoma,
 and having the following notation thereon; should any interest or
 principal not be paid when due, it shall bear interest at the rate of
 10 per cent per annum until paid. If this note is not paid when due and
 is collected by an attorney or by suit, principals, sureties and endorser's
 agree to pay an attorney's fee for collection of same the sum of Ten
 Dollars and ten per cent of the amount remaining unpaid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 upon the premises. and to insure, and keep insured in favor of
 second party, buildings on said 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 mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a
 reasonable attorney's fee of Ten and ten per cent DOLLARS
 which this mortgage also secures.

Parties 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 20th day of July, 1923

Tom Sherry

SEAL

Lou A. Sherry

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 28th
 day of July, 1923, personally appeared

Tom Sherry

and Lou A. Sherry, his wife

to me known to be the identical person 8 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 Sept. 5, 1923. (Seal)

Brady Brown,

Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of August A. D., 1923
 at 2:15 o'clock P.M. Book 439, Page 402

By Brady Brown, Deputy. (Seal)

O. G. Weaver,

County Clerk