

COMPARED

MORTGAGE RECORD NO. 456

459

237995-DLE
Duffy, Inc. Builders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That vs. Manuel and Jasper Cherry
a of Tulsa, Tulsa County, Oklahoma, part 1st of the first part, has
mortgaged and hereby mortgage to George Cherry
of part 1 of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot 8 in Block 24 in ^U riginal Town of Tulsa, Oklahoma,
Lots 10 and 11 in Block 2 in Turley Addition to Tulsa,
Oklahoma, and Lots 14 and 15 in Block 3 in Turley Addition to
the City of Tulsa, Oklahoma, and North half of Lot 3 in Block 4,
in Turley Addition to the City of Tulsa, Oklahoma, and one-
half interest in Lots 11 and 12 in Block 2 in North Side
Addition to Tulsa, Oklahoma

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 Five Thousand DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable annually from date
according to the terms of ONE certain promissory note described as follows, to-wit:

One notedated July 27, 1923 and signed by Manuel and J asper Cherry
and for Five Thousand Dollars and made due and payable to George
Cherry and due and payable on or before the 27th day of July 1928.

TREASURER'S ENCLOSURE
I hereby certify that I received \$5.00 and have
received the same through the collection of mortgage
and on the 15th day of July 1923
w w Hardy
O. G. Weaver
Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 24 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 1 shall be entitled to the immediate pos-
session of the premises and all the rents and profits thereof.

Said part 24 of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a
reasonable attorney's fee of Three Hundred 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 27th day of July, 19 23.

Manuel Cherry SEAL
Jasper Cherry SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:
Before me, _____, a Notary Public in and for said County and State on this 27th
day of July, 19 23 personally appeared Manuel and Jasper Cherry

who
to me known to be the identical person 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. 8, 1923 (SEAL) J. E. Hardy Notary Public

I hereby certify that this instrument was filed for record in my office on 14 day of Aug. A. D., 19 23
at 2.30 o'clock P. M. Book 456 Page 459
By Brady Brown Deputy, (SEAL) O. G. Weaver County Clerk