

237996 DLE.

Dwelling, Room, Bldg.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That I, Jasper Cherry  
 a Tulsa, Tulsa County, Oklahoma, part V of the first part, ha S  
 mortgaged and hereby mortgage to Will Cherry  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots 26, 27 and 28 in Block 2 of Gurley Hill  
 Addition to City of Tulsa, and North 12½ feet  
 of Lot 5 in Block 46 in Original Town of Tulsa

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

One note dated July 27th 1923 signed by Jasper  
 Cherry and for Two Thousand Dollars and made  
 payable to Will Cherry on or before the 27th  
 July, 1927

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$2000.00 and interest  
 Receipt No. 11108 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 15 day of Aug 1923  
W. W. Hardy County Treasurer  
P. S. B. Deputy

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

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, S will pay a  
 reasonable attorney's fee of One Hundred DOLLARS  
 which this mortgage also secures.

Part V of the first part, for said consideration, do SA 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, 1923

Jasper Cherry SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Jasper Cherry, a Notary Public in and for said County and State on this 27th  
 day of July, 1923, personally appeared Jasper Cherry

and his  
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed  
 the same as his 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 14th day of Aug A. D. 1923  
 at 2:30 o'clock P. M. Book 456 Page 461

By Brady Brown Deputy. O. G. Weaver County Clerk  
 (SEAL)