

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W.C. Cherry and Della Cherry, husband and wife,
 of Tulsa, Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to James Keho,
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots sixteen (16) and Seventeen (17) in
 Block Three (3) in Fairview Addition to
 the City of Tulsa, Oklahoma, according
 to the recorded plat thereof.

THIRTYTHREE'S ENDORSEMENT
 I hereby certify that the above described mortgage
 was recorded in my office on Dec. 3
1923 at 10 o'clock P.
 W. W. Brady, Deputy County Clerk

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 Three Hundred and No/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable ----- annually from ----- date
 according to the terms of one certain promissory note ----- described as follows, to-wit:

One note dated December 8, 1923, and signed by
 W. C. Cherry and Della Cherry, his wife, and for
 Three Hundred (\$300.00) dollars and made payable
 to James Keho and Made due and payable on or
 before the 8th day of December, 1924.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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, and to insure 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 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, shall be due and payable, and this mortgage may be foreclosed and second part y shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part ies 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 One hundred, ----- DOLLARS,
 which this mortgage also secures.

Part ies 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 8th day of December, 1923.

W.C. Cherry SEAL
Della Cherry SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 8th
 day of December, 1923, personally appeared W.C. Cherry and Della Cherry,
his wife, of Tulsa, Oklahoma,

to me known to be the identical person is 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 December 13, 1924. (SEAL) H. Augustus Guess, Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of Dec., A. D. 1923.

at 2; o'clock P. M.

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