

#240809 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That William Cherry and Beatrice Cherry, his wife,a part of Tulsa, Tulsa County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to Alfred B. Lippertof part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) Block One (1) Pershing Addition to the City
of Tulsa, Tulsa County, Oklahoma, according to recorded
plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that this instrument was filed for record in my office on 20
11/6/61 at 11:00 A.M. in Book 11661 Page 25
 Date of filing 25 Sept. 1933
J. Barling
 Notary Public

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 Hundred and no/100 (\$500.00) DOLLARS,with interest thereon at the rate of ten per cent, per annum, payable semi- annually from date according to the terms of one certain promissory note described as follows, to-wit:

Dated Sept. 19, 1923; Amount \$500.00; Rate 10% per
annum, payable semi-annually from date; Time 2 years;
with the privilege to pay entire loan in one year; Loan
negotiated through Davenport Ratcliffe & Bethell Inc.

evidence of the within indebtedness.

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.

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, they will pay a reasonable attorney's fee of Ten Dollars and 10% of unpaid balance. 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 22nd day of September, 1923William Cherry SEALBeatrice Cherry SEALSTATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 22nd day of September, 1923, personally appeared William Cherry and Beatrice Cherry,
his wife,

and 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 July 21, 1927. (SEAL) Lydia M. Bickford, Notary Public

I hereby certify that this instrument was filed for record in my office on 25 day of Sept. A. D., 1923 at 3:40 o'clock P. M.

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