

to me known to be the identical persons 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.

Wm. I. Calvert, Notary Public.

(Seal)  
My Commission expires May 15th, 1926.

Residence Tulsa, Okla.

Filed for record in Tulsa County, Tulsa, Oklahoma on Oct. 17, 1924 at 4:25 P. M. o'clock  
recorded in book 496, page 561.  
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

269925-CW.

OKLAHOMA FIRST MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS: That Ewell E. Berry ( a single man) of Tulsa County, State of Oklahoma, party of the first part, has mortgaged and hereby mortgage to Annie Coe Kerr party of the second part, the following described real estate and premises, situated in Tulsa County State of Oklahoma, to-wit: South Forty (40) feet of Lots One (1) and Two (2), Block Fifteen (15), Lynch Forsythe Addition to the City of Tulsa, with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of TWELVE HUNDRED dollars, due and payable on the 17th day of October, 1926, with interest thereon at the rate of 8 per cent, per annum, payable semi-annually from date, according to the terms and at the time and in the manner provided by One certain promissory note of even date herewith, given and signed by the makers hereof and payable to the order of the mortgagee herein, and being for the principal sum of TWELVE HUNDRED DOLLARS, with Four coupon notes attached, evidencing said interest, one coupon being for Forty-eight Dollars, and Three coupons being for Forty-eight Dollars each.

All sums secured by this mortgage shall be paid at the office of C. D. Coggeshall & Co., in Tulsa, Oklahoma, unless otherwise specified in the note and coupons.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto, that this Mortgage is a first lien upon said premises; that the party of the first part will pay said principal and interest at the times when the same fall due and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of the second party, and shall be kept insured for the benefit of the second party or its assigns, against loss by fire and storm for not less than Two Thousand DOLLARS, in form and companies satisfactory to said second party or his representative, and that all policies and renewals of same shall be delivered to said second party or his representative.

Party of the first part and his heirs, executors, administrators and assigns, will warrant the quiet enjoyment of the aforesaid premises to the said party of the second part, his heirs, executors and assigns, and will forever defend the aforesaid premises against the lawful claims and demands of all persons.

It Is Further Agreed and Understood that the said second party may pay any taxes and assessments levied against said premises or any other sum necessary to protect the rights of such party or its assigns, including insurance upon buildings and recover the same from the first party with ten per cent, interest, and that every such payment is secured hereby, and that in case of a foreclosure hereof and as often as any foreclosure hereof may be filed, the holder hereof may recover from the first party an attorney fee of \$150.00 Dollars, or such different sum as may be provided for by said note which shall be due upon the filing of the petition in foreclosure and which is secured hereby, and which the first

COMPARED BY  
DS and [Signature]