

THEASURER'S RECEIPT
I hereby certify that I received \$ 1.14 and issued
Receipt No. 1207 therefor in payment of mortgage

Dated this 23 day of Oct, 1924

W. W. Stackey, County Treasurer

Deputy

270221-CW.

REAL ESTATE MORTGAGE.

THIS MORTGAGE, Made this third day of October, A. D. 1924, between W. C. Cherry and Della Cherry, his wife of Tulsa, in Tulsa County and State of Oklahoma, party of the first part, and E. L. Kirby and T. M. Markley, of Wagoner, Okla., party of the second part;

WITNESSETH, That the said party of the first part, in consideration of the sum of Four Hundred Seventy-five and No/100 Dollars, to the duly paid, have mortgaged and hereby mortgage to the party of the second part, their successors, heirs and assigns all the following described real estate and premises, situated in Tulsa County, and State of Oklahoma, to-wit: Lots 16 and 17 in Block 3 of Fairview Addition to the City of Tulsa, with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same, and waive the appraisalment.

This mortgage is given to secure the payment of a certain promissory note of even date herewith for the sum of \$475.00 payable January first, 1925, after date to the order of said second party with interest from maturity at the rate of 10 per cent per annum, executed by said first party.

Said party of the first part agrees to pay all taxes and assessments levied on said premises, and the interest represented by this mortgage lien, and the debt secured thereby, promptly when due and all sums necessary to protect the title and possession of said premises, and to keep the buildings on said premises insured against damage by fire and tornado in some company acceptable to said second party, for not less than the sum for which this mortgage is given with loss, if any, payable to the mortgagee, as his interest may appear, and on failure of the party of the first part to perform any of these agreements, the mortgagee, his heirs, successors and assigns, may pay all such sums, and the amounts so paid shall be a lien on said premises collectible in the same manner as the indebtedness hereby secured, with interest at the rate of ten per centum.

If default be made in the payment of any part of the indebtedness hereby secured, either principal or interest, as stipulated in said notes, or any of them, or if any of the foregoing agreements are not performed, then all the indebtedness hereby secured shall, without notice, at the option of the party of the second part, become due and payable, and shall obtain interest at ten per centum until fully paid, and said mortgage may be foreclosed, and the above described premises sold in the manner prescribed by law, to pay all sums due and mortgagee as above set forth, together with interest and costs, and an attorney's fee of Fifty Dollars, which shall become due upon the filing of petition in foreclosure.

The foregoing conditions being performed, this mortgage to be void, otherwise, of full force and virtue.

In Witness Whereof, The party of the first part have hereunto set their hands the day and year first above written.

W. C. Cherry,

Della Cherry.

STATE OF OKLAHOMA,)
COUNTY OF WAGONER) SS.

Before me, a Notary Public in and for said County and State, on this third day of October, 1924, personally appeared W. C. Cherry and Della Cherry, his wife, 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. WITNESS my hand and Official Seal the day and year last above written. (Seal)

W. M. Self, Notary Public.

My commission expires 1/13/27

Filed for record in Tulsa County, Tulsa, Oklahoma on Oct. 22, 1924 at 3:25 P. M. o'clock,