

# REAL ESTATE MORTGAGE.

**This Indenture.** Made this twentieth day of May 19 11  
between James Cherry and his wife Lizzie Cherry  
in Tulsa County and State of Oklahoma, part us of the first part, and the FARM AND HOME SAVINGS AND  
LOAN ASSOCIATION OF MISSOURI, a corporation organized under the laws of the State of Missouri, of the second part:

WITNESSETH, That the said part us of the first part, for and in consideration of the sum of  
Two Thousand DOLLARS, in hand paid by the said party  
of the second part, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant convey and  
confirm unto said party of the second part, its successors and assigns forever, all the following described real estate, lying and situated in the  
County of Tulsa and State of Oklahoma, to wit:

all of lots number eleven (11) and  
twelve (12) in block number two (2) in Northside Addition  
to the city of Tulsa, Oklahoma, according to the recorded  
plat thereof and also all of lots number fourteen (14) and  
fifteen (15) in block number three (3) in Turley Addition to  
the city of Tulsa, Oklahoma, according to the recorded  
plat thereof and all improvements thereon

AND ALL the right, title, estate and interest of said grantor in and to said premises, including all homestead rights, which are hereby  
expressly waived and released, together with all rents of said property, with full power and authority to collect the same in case the conditions  
of this Mortgage become broken in any particular, and with all and singular the tenements, hereditaments and appurtenances thereto belonging.

TO HAVE AND TO HOLD THE SAME unto said party of the second part, its successors and assigns forever. Said part us of the  
first part hereby covenant with said party of the second part, its successors and assigns, that at the delivery hereof they are the true and  
lawful owners of the said premises above granted; and seized of a good and indefeasible estate of inheritance therein, free and clear of all  
incumbrances, that there is no one in adverse possession of same, and that they will warrant and defend the same against the lawful  
and equitable claims of all persons whomsoever.

PROVIDED, ALWAYS, And these presents are upon the express conditions, that whereas, the said party of the second part at the special  
instance and request of said part us of the first part, loaned and advanced to James Cherry and his  
wife Lizzie Cherry the sum of Two Thousand DOLLARS.

AND WHEREAS, Said part us of the first part agree with the said party of the second part, its successors and assigns, to pay all  
taxes and assessments, general or special, against said lands and improvements thereon, when due, and to keep said improvements in good repair,  
and to keep the buildings thereon constantly insured in such company or companies as said second party may designate, and the policy or policies  
of insurance constantly transferred to said party of the second part, its successors or assigns; and also to keep said lands and improvements  
thereon free from all statutory lien claims of every kind, and if any or either of said agreements be not performed as aforesaid, then said party of  
the second part, its successors or assigns, may pay such taxes and assessments, and may effect such insurance for such purpose, paying the costs  
thereof, and may also pay the final judgment for any statutory lien claims, and may invest such sums as may be necessary to protect the title or  
possession of said premises, including all costs, and for the repayment of all moneys so expended together with the charges thereon as provided  
by the Constitution and By-Laws of the said Association, these presents shall be security.

AND WHEREAS, The said James Cherry and his wife Lizzie Cherry  
did on the twentieth day of May 19 11, make and deliver to the FARM AND HOME SAVINGS AND LOAN  
ASSOCIATION OF MISSOURI their note or obligation, which is made a part hereof and is in words and figures as follows, to-wit: