

This Indenture, Made this 14th day of November A. D. 1908, between

E. L. Cunningham & Mattie A. Cunningham, his wife
of Tulsa County, in the State of Oklahoma, of the first part, and

Lydia H. Lockwood
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of of the first part, in consideration of the sum of

Seven hundred and no/100 Dollars, the receipt of which is hereby acknowledged,
do by these presents Grant, Bargain, Sell and Convey unto said part of of the second part his heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot thirteen (13) block four (4) of the T. T. T. Addition to the City of Tulsa, Oklahoma, according to the amended plat thereof dated the 14th day of Sept. 1908. Said lot being 50 feet front & 100 feet deep.

TO HAVE AND TO HOLD THE SAME, unto the said part of of the second part his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said E. L. Cunningham & Mattie A. Cunningham, his wife have this day executed and delivered 1 certain promissory note in writing to said part of of the second part, described as follows:

Dated Nov. 14, 1908, for \$700.00 due 1 year from date interest at 10% payable Semi-annually.

First party agrees to keep the buildings on above described premises constantly insured against loss by fire & tornado in a sum of not less than \$700.00 & loss if any payable to second party as interest may appear at time of loss & policies delivered to said second party.

Now, if said part of of the first part shall pay or cause to be paid to said part of of the second part his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said part of of the second part shall be entitled to the possession of said premises. And the said part of of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part of of the first part have hereunto set their hand the day and year first above written.

E. L. Cunningham
Mattie A. Cunningham

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, Percy Collins a Notary Public

In and for said County and State on this 14th day of November 1908, personally appeared

E. L. Cunningham and Mattie A. Cunningham 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.

My Commission expires Dec 19 1911

Percy Collins
Notary Public

This instrument was filed for Record on the 17 day of Nov A. D. 1908, at 9¹⁵ o'clock A. M., and duly recorded the 19 day of Nov 1908

By E. L. Cunningham Deputy.

E. L. Cunningham

McWally
Register of Deeds.