

This Indenture, Made this 19th day of December A. D. 1908, between E. G. Cunningham and Mattie A. Cunningham, his wife,
of Tulsa County, in the State of Oklahoma, of the first part, and
John T. Lay
of o County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of Seven hundred, thirty two (\$732.00) Dollars, the receipt of which is hereby acknowledged,
do by these presents Grant, Bargain, Sell and Convey unto said part 2d of the second part his heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: all of the west 37 feet of the north one 130 feet of Lot two (2) in Block Four (4) of the George B. Perryman Addition to the City of Tulsa Oklahoma according to the recorded plat thereof filed in the proper office in said county and state, Dollars.

TO HAVE AND TO HOLD THE SAME, unto the said part 2d 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. G. Cunningham and Mattie A. Cunningham his wife this day executed and delivered their certain promissory note in writing to said part 2d of the second part, described as follows:

One note in the sum of seven hundred thirty two (\$732.00) dollars due three years after date hereof with interest at the rate of nine (9%) per cent per annum payable annually.

Parties of first part hereby agree to keep the property insured in a sum not less than \$700.00 with loss payable clause to mortgagee and further agree to keep the premises in good condition during the life of this mortgage.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d 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 2d of the second part shall be entitled to the possession of said premises. And the said part 1st 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 1st of the first part ha ve hereunto set their hands the day and year first above written.

E. G. Cunningham
Mattie A. Cunningham

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, B. T. Pettus, a Notary Public
in and for said County and State on this 19th day of December 1908, personally appeared
E. G. Cunningham and Mattie A. Cunningham husband and wife to me known to be the identical person s
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 Sept. 12 1912.

(seal)

B. T. Pettus
Notary Public

This instrument was filed for Record on the 24 day of Dec. A. D. 1908, at 3:20 o'clock P. M.,
and duly recorded the 24 day of Dec. 1908

By Real Deputy.

W. H. Walkey Register of Deeds.