

220927 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Margaret M. Cunningham and J. A. Cunningham, her husband  
a \_\_\_\_\_ of Tulsa County, Oklahoma, part ies of the first part, ha ve  
mortgaged and hereby mortgage to Etta I. Ricker  
of \_\_\_\_\_ part y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Six (6) Block Four (4) in Edgewood Place Addition  
to the City of Tulsa, Tulsa County, Oklahoma, according  
to the Recorded Plat thereof.

TREASURER'S RECEIPT  
I hereby certify that I received \$ 1,200 and interest  
from 7608 in payment of mortgage  
made by Etta I. Ricker  
on this 6 day of Feb, 1923  
WAYNE L. DICKEY, County Treasurer  
af Deputy

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of \_\_\_\_\_

One Thousand and No/100 (\$1000.00)

DOLLARS

with interest thereon at the rate of Eight per cent, per annum, payable At maturity annually from Date

according to the terms of One certain promissory note \_\_\_\_\_ described as follows, to-wit:

One note of even date in the amount of \$1000.00 due on  
or before 90 days from date with interest at the rate  
of 8% per annum, interest payable at maturity.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby  
covenant \_\_\_\_\_ and agree \_\_\_\_\_ to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair  
and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage  
or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal  
sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part y shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.

Said part ies of the first part hereby agree \_\_\_\_\_, that in the event action is brought to foreclose this mortgage, they will pay a  
reasonable attorney's fee of 10% of unpaid balance and Ten DOLLARS,  
which this mortgage also secures.

Part ies of the first part, for said consideration, do \_\_\_\_\_ hereby expressly waive appraisalment of said real estate and all benefit of the  
homestead, exemption and stay laws in Oklahoma.

Dated this 3rd day of February, 1923.

Margaret M. Cunningham

SEAL.

J. A. Cunningham

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this Third  
day of February, 1923, personally appeared \_\_\_\_\_

Margaret M. Cunningham

and J. A. Cunningham, her husband

to me known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they executed  
their the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires March 4th, 1924. (Seal) Harold J. Sullivan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5th day of Feb. A. D. 1923  
at 9:00 o'clock A.M. Book 402, Page 437

By Brady Brown, Deputy. (Seal) O. G. Weaver County Clerk.