

The News-Dispatch Print &amp; Audit Co., Shawnee, Okla.

222590 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Walter A. Deffner and Emma H. Deffner, husband & wife  
a \_\_\_\_\_ of Tulsa County, Oklahoma, part ies of the first part, have  
mortgaged and hereby mortgage to W. R. Cunningham  
of \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

The West Ninety (90) feet of Lot Eleven (11) in  
Block Twenty-three (23), Irving Place Addition  
to the city of Tulsa, Tulsa County, Oklahoma,  
according to the recorded plat thereof.

I hereby certify that I received of 50 the amount  
of 7912 in payment of mortgage

Dated this 24 day of Feb, 1923  
WALTER L. EXLEY County Treasurer

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 \_\_\_\_\_

Five Hundred and No/100

Deputy  
DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable at maturity annually from date

according to the terms of one certain promissory note described as follows, to-wit:

issued to W. R. Cunningham in the amount of Five Hundred Dollars,  
executed by Walter A. Deffner and Emma H. Deffner due one day  
after date.

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, and to insure, and keep insured in favor of second  
party, buildings on said 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 V 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, \_\_\_\_\_ will pay a  
reasonable attorney's fee of 50.00 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 17th day of February, 1923.

Walter A. Deffner SEAL

Emma H. Deffner SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 17th  
day of February, 1923, personally appeared \_\_\_\_\_

Walter A. Deffner  
and Emma H. Deffner, husband and wife

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.

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

My commission expires Oct. 24, 1924. (Seal) R. D. Hudson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Feb., A. D., 1923  
at 1:30 o'clock P. M. Book 402, Page 543

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