

#222952 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That William P. Cunningham and Nora Cunningham,  
~~xx~~ husband and wife, of Tulsa, County, Oklahoma, parties of the first part, ha ~~ve~~  
 mortgaged and hereby mortgage to Chas. Page,  
 of ----- part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

11-17-23  
 2976  
 Dated this 26 day of Feb, 1923  
WAYNE L. DICKLEY, County Treasurer  
H. J. Deputy

Lot Fifteen (15) in Block Twenty-six  
 (26) of the Original Town now City of  
 Sand Springs, according to the recorded  
 plat thereof.

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 Sixteen Hundred (\$1600.00) DOLLARS  
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date  
 according to the terms of ONE certain promissory note described as follows, to-wit:

One note for the principal sum of \$1600.00, dated February 26, 1923,  
 executed by the above named mortgagors due and payable to the above named  
 mortgagee or order, in monthly installments of \$35.00 per month, commencing  
 the 15th day of May, 1923, Failure to pay any installment or interest  
 when due shall cause the whole sum to become immediately due at the option  
 of the holder hereof.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 Y shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said parties 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 One Hundred Sixty (\$160.00) 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 26th day of February, 1923

William P. Cunningham, SEAL

Nora Cunningham, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 26th  
 day of February, 1923, personally appeared William P. Cunningham and Nora  
Cunningham, his wife,

~~xxx~~  
 to me known to be the identical person is 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 April 8, 1924. (SEAL) Chas. B. Rawson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of Feby. A. D., 1923  
 at 3:30 o'clock P. M. Book 402, Page 563

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