

BLACK PRINTING CO. TULSA

FROM \_\_\_\_\_

TO \_\_\_\_\_

STATE OF OKLAHOMA, Tulsa County, ss. \_\_\_\_\_

This instrument was filed for record on the 24th day of Oct. 1922 at 10:15 o'clock A.M. and duly recorded in Book 408 on page 16.

Fees \$ \_\_\_\_\_

O. D. Lawson, County Clerk.

(Seal) F. Delman, Deputy.

THIS INDENTURE, Made this 23rd day of October A. D. 1922, between \_\_\_\_\_

E. G. Cunningham and Mattie A. Cunningham, his wife \_\_\_\_\_

of Tulsa County, in the State of Oklahoma, part 1st of the first part, and \_\_\_\_\_

The First National Bank of Tulsa, Oklahoma \_\_\_\_\_

part 1st of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of \_\_\_\_\_

Twelve Thousand, Five Hundred and no/100 \_\_\_\_\_ Dollars,

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1st of the second part, his \_\_\_\_\_ heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

The Northerly Fifty (50) feet of the Southerly Seventy-five (75) feet of Lot Number Two (2), in Block number One Hundred Thirty (130) of the city of Tulsa, Oklahoma, according to the survey and recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 250 and issued Receipt No. 3663 therefor in payment of mortgage tax on the within mortgage.

Dated this 24 day of Oct 1922

WAYNE L. DICKEY, County Treasurer

Deputy

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of \_\_\_\_\_ Six \_\_\_\_\_ promissory note \_\_\_\_\_ of even date herewith. One for \$4200.00 \_\_\_\_\_ 2nd notes for \$1500.00 each and two notes for \$1900.00 each, 1922 all dated October 23, 1922, and due February 23, 1923.

made to \_\_\_\_\_ The First National Bank of Tulsa \_\_\_\_\_

or order, payable at \_\_\_\_\_ Tulsa, Okla. \_\_\_\_\_

with \_\_\_\_\_ eight \_\_\_\_\_ per cent interest per annum, payable semi-annually and signed by \_\_\_\_\_ E. G. Cunningham and Mattie A. Cunningham, his wife \_\_\_\_\_

Said first part 1st hereby covenant that they are \_\_\_\_\_ owner \_\_\_\_\_ in fee simple of said premises and that they are free and clear of all incumbrances \_\_\_\_\_

That \_\_\_\_\_ they have \_\_\_\_\_ good right and authority to convey and encumber the same, and \_\_\_\_\_ will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree \_\_\_\_\_ to insure the buildings on said premises in the sum of \$12,500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1st agree \_\_\_\_\_ to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st further expressly agree \_\_\_\_\_ that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee \_\_\_\_\_ \$10.00 and 10% of any unpaid balance \_\_\_\_\_ Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if said first part 1st shall pay or cause to be paid to said second part \_\_\_\_\_ their \_\_\_\_\_ 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 said note \_\_\_\_\_ and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee \_\_\_\_\_ may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of \_\_\_\_\_ per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said note \_\_\_\_\_ and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first part \_\_\_\_\_ waive \_\_\_\_\_ notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part 1st of the first part has \_\_\_\_\_ hereunto set \_\_\_\_\_ hand \_\_\_\_\_ the day and year first above written.

E. G. Cunningham

Mattie A. Cunningham

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_ County, Oklahoma, the within named mortgagee \_\_\_\_\_ in consideration of the sum of \_\_\_\_\_ DOLLARS, to \_\_\_\_\_ in hand paid, the receipt whereof is hereby acknowledged, do \_\_\_\_\_ hereby sell, assign, transfer, set out and convey unto \_\_\_\_\_ heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note \_\_\_\_\_ debts and claims thereby secured, and the covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee \_\_\_\_\_ has \_\_\_\_\_ hereunto set \_\_\_\_\_ hand \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 1922 \_\_\_\_\_

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, \_\_\_\_\_ W. M. Robbins \_\_\_\_\_, a Notary Public in and for said County and State on this 24th day of Oct. 1922, personally appeared \_\_\_\_\_ E. G. Cunningham & Mattie A. Cunningham, his wife \_\_\_\_\_ to me known to be the identical person \_\_\_\_\_ who executed the above 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 official hand and seal the day and year above set forth.

My commission expires \_\_\_\_\_ Jan. 2, 1924 \_\_\_\_\_ 1922 (Seal)

W. M. Robbins,

Notary Public.