

209371 C.J.

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 20th day of September A.D., 1922 between Dennis J. Cummings and Margarette L. Cummings of Tulsa County, in the State of Oklahoma, of the first part, and The Collinsville National Bank of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part--- of the first part, in consideration of the sum of Twenty Four Hundred # DOLLARS the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey and mortgage unto said party of the second part its heirs and assigns, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

South Half of North East Quarter of Section Thirty Three (33) Township
(22)
Twenty Two North Range (14) Fourteen East Containing 80 acres

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

PROVIDED ALWAYS, And these presents are upon this expressed condition, that whereas, said Dennis J. Cummings and Margarette L. Cummings have this day executed and delivered one certain promissory note in writing to said part--- of the second part of which the following amount \$2400 even date due six months after date with interest from date at rate of 8% Per annum

Signed Dennis J. Cummings
Margaret L. Cummings

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part its 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 these presents 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; then the whole of said sum or sums, and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises. Said parties of the first part shall keep property in good condition and keep insurance paid during term of this mortgage.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand the day and year first above written.

Dennis J. Cummings

Margarette L. Cummings

ACKNOWLEDGMENT

State of Oklahoma.)
County of Tulsa) ss.

BEFORE ME, W. R. Frick a Notary Public, in and for said County and State on this 20th day of September 1922, personally appeared Dennis J. Cummings and Margarette L. Cummings to me known to be the identical persons 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 hand and official seal the day and year set forth.

My commission expires 4/30/23

(SEAL)

W. R. Frick, Notary Public

WAINE L. DICKER, County Treasurer
Dated this 20th day of September 1922
Tax on the within mortgage
Receipt No. 1132
I hereby certify that I received \$2400.00 and issued this mortgage