

REAL ESTATE MORTGAGE RECORD No. 424

139

Black Printing Co. Tulsa

225418 C.M.J.

THIS INDENTURE, Made this 22nd day of March A.D. 1923 between

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

of Tulsa

County, in the State of Oklahoma, of the first part, and

W. H. Tenfesty

of the second part.

WITNESSETH, That the said parties of the first part in consideration of the sum of

One Thousand (\$1000.00) and no/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V of the second part, his heirs and

assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

The North Forsty (40) feet of Lot Number Three (3) in Block Number One (1) T. T. Addition to the city of Tulsa, Tulsa County, Oklahoma as shown by the recorded plat thereof.

This mortgage is given subject to a first mortgage of \$9500.00.

RECEIVED FOR ENCLOSURE

I have by this bill received \$1000.00 and issued Receipt No. 8420 for the payment of

the sum of the within

on the 23rd day of March 1923

WAYNE L. DICKER, 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.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said

First parties

grantor S have executed and delivered their certain promissory note dated 3-22-1923

to said part V of the second part for \$ 1000.00

due one year after date.

with interest at the rate of 8% per centum per annum, payable semi-annually.

And the first part ies agree to keep the buildings insured for \$ 10,000

In case that the papers for foreclosure are filed, the first part ies agree to pay a reasonable attorney fee of \$ 10.00 and 10% of any unpaid balance.

Now, if said part ies of the first part shall pay or cause to be paid to said part V of the second part, his heirs or assigns, said sum of money in the above described note, 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, or if the taxes or assessments levied against said premises or any part thereof, or the taxes assessed against the said second party or any assignee of said note or the debt secured thereby, or, if the insurance is not paid, the second party may pay the same, and the amount so paid shall become a part of this indebtedness and the whole of said sum or sums and interest thereon, shall, and by these presents does become due and payable, and shall bear 10 per centum interest per annum, and said part of the second part shall be entitled to the possession of said premises. And the said part ies of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part V his heirs and assigns.

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

WITNESSES:

E. G. Cunningham

Mattie A. Cunningham

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 22nd day of March 1923 personally appeared

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

to me known to be the identical person S 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.

Given under my hand and seal the day and year last above written.

My Commission expires Jan. 2, 1924. (Seal)

W. M. Robbins,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 23 day of March

1923 at 11:10 o'clock A. M.

Book 424, Page 139
Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk