

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO., TULSA

225840 C.M.J.

20th

March

1923

THIS INDENTURE, Made this _____ day of _____ 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

Minnie I. Haller

of the second part.

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

Five Thousand (\$5000.00) 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 her heirs andassigns, all of the following described REAL ESTATE, situate in the County of Tulsa 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) Original Town of Tulsa, Tulsa County, Oklahoma as shown by the recorded plat thereof, also Lots One (1) and Two (2) in Block Forty Six (46) and Lot Twenty Four (24) in Block Twenty Eight (28) all in the town of West Tulsa, Tulsa County, Oklahoma as shown by the recorded plat thereof, also Lot Number Four (4) in Block Number Fourteen (14) Lindsey's Third Addition to the city of Tulsa, Tulsa County, Okla. as shown by the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 12.00 and issued Receipt No. 8496 in payment of mortgage tax on the within mortgage.

Laid this 28 day of March 1923

WAYNE L. DICKY, 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 ha ve executed and delivered their certain promissory note _____ dated 3-20, 1923to said part V of the second part for \$ 5000.00

due March 20th, 1924.

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 \$ 35.000In 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 her 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 V 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 _____ appraisement, at the option of said second part V her heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha ve 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 20th day of March, 1923, personally appeared

E. G. Cunningham

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.

Jan. 2, 1924. (Seal)

W. M. Robbins,

My Commission expires _____ Notary Public

STATE OF OKLAHOMA, Tulsa County ss.

Filed for record this 27 day of March, 1923, at 3:40 o'clock P. M.Book 424, Page 144

Brady Brown,

(Seal)

O. G. Weaver,

Deputy.

County Clerk.