

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

227385

O.M.J.

9th

May

A.D. 1923

THIS INDENTURE, Made this

day of

between

Elizabeth Devanney, a widow

of Tulsa

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

E. G. Cunningham

of the second part,

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

Seventeen Hundred Thirty-two & 42/100

DOLLARS

the receipt whereof is hereby acknowledged, do SS 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:

Lot Five (5) in Block Four (4), Owen Addition to the city of Tulsa, Oklahoma as shown by the recorded plat thereof.

This mortgage is given subject to a first mortgage of \$1800.00 which has been reduced to \$1417.58.

TREASURER

I hereby certify that I received Receipt No. 8942 therefor in payment of 1.36 tax on the within mortgage.

Dated this 13 day of April 1923

WAYNE L. DICKIN, 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

Elizabeth Devanney

grantor ha S executed and delivered a certain promissory note dated April 9, 1923

to said part V of the second part for \$ 1732.42 \$28.98 credit on principal and \$6.00 credit on average interest, due at the rate of \$34.98 per month including the interest.

with interest at the rate of eight per centum per annum, payable semi-annually

And the first part V agree S to keep the buildings insured for \$ 2500.00

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

Now, if said part V 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 V of the second part shall be entitled to the possession of said premises. And the said part V of the first part for said consideration do hereby waive or not waive his appraisalment, at the option of said second part V his heirs and assigns.

IN WITNESS WHEREOF, The said part V of the first part ha S hereunto set his hand the day and year first above written,

Elizabeth Devanney

WITNESSES:

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 9th day of April 19 23, personally appeared

Elizabeth Devanney, a widow

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that she executed the same as her 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 12 day of April 19 23 at 3:35 o'clock P. M.

Book 424, Page 166

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.