

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

THIS INDENTURE, Made this 2nd day of January A. D., 1923, between
William O'Harra and Novella O'Harra his wife,
 of Tulsa County, in the State of Oklahoma, of the first part, and
Leota S. Cunningham of the second part.
 WITNESSETH, That the said part 1st of the first part in consideration of the sum of
One Thousand and no/100 DOLLARS
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part y. of the second part her heirs and
 assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot One (1) in Block Two (2) Meadowvale Addition
 to the city of Tulsa, Oklahoma as shown by the
 recorded plat thereof.

This Mortgage give subject to a first mortgage of \$600.00

TREASURER'S ENDORSEMENT

I hereby certify that I received \$600.00 and issued
 Receipt No. 7192 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 4 day of Jan 1923

WAYNE L. DICKEY, County Treasurer

as
 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

William O'Harra and Novella O'Harra his wife
 grantor S. have executed and delivered a certain promissory note dated Jan 2nd 1923
 to said part 1st of the second part for \$ 1000.00

Due at the rate of \$25.00 per month beginning February 2nd 1923.

with interest at the rate of eight per centum per annum, payable Monthly

And the first part 1st agree to keep the buildings insured for \$ 10.00

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

Now, if said part 1st of the first part shall pay or cause to be paid to said part her of the second part her heirs or as-
 signs, 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 y. of the second part shall be entitled to the possession of said premises. And the said part y. of the first part for said con-
 sideration do hereby waive or not waive appraisalment, at the option of said second part y. her heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha ve hereunto set their hand the day and year first above written.

WITNESSES:

William Harra

Novella O'Harra

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 2nd day
 of January, 1923, personally appeared

William O'Harra and Novella O'Harra his wife, and

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 Sept. 14, 1926

(SEAL) E. G. Cunningham Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 3rd day of Jan, 1923, at 3:00 o'clock P. M.

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Brady Brown

Deputy.

(SEAL) O. G. Weaver

County Clerk.