

COMPARED

## REAL ESTATE MORTGAGE RECORD No. 424

Black Printing Co. Tulsa

237441 C.M.J.

3rd

August

A.D., 19

23

THIS INDENTURE, Made this

day of

between

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

of Tulsa

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

John H. Osborn

of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of

Eight Hundred &amp; 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 One-half (1/2) of Lot Eight (8) Block Seven  
(7) North Moreland Addition to the city of Tulsa,  
Tulsa County, Oklahoma, as shown by the recorded plat  
thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$32.22 and issued  
Receipt No. 10963 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 6 day of June 1923

W. W. Stuckey, County Treasurer

F. S. B.

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

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

grantor have executed and delivered certain promissory note dated

to said part of the second part for \$

due 2 years

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

And the first part 1st agree to keep the buildings insured for \$ 1500.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 10.00 and 10% of any unpaid balance

Now, if said part 1st 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 1st 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 1st of the first part has 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 3rd day of August 1923, personally appeared

E. G. Cunningham

Mattie A. Cunningham, his wife

to me known to be the identical person 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 6 day of August

1923, at 3:50 o'clock P.M.

Book 424, Page 302

Brady Brown, Deputy (Seal)

O. G. Weaver,

County Clerk.