

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

303

BLACK PRINTING CO. TULSA

287442 C.M.J.
THIS INDENTURE, Made this 3rd day of August 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
John H. Osborn of the second part.
WITNESSETH, That the said part ies of the first part in consideration of the sum of
Two hundred Fifty & 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 his
assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

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

TREASURER'S ENDORSEMENT

I hereby certify that I received \$24 and issued
Receipt No. 10954 therefor in payment of mortgage
tax on the within mortgage.
Dated this 6 day of 5 1923
W. W. Stucky County Treasurer
W. W. Stucky 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 S has executed and delivered a certain promissory note dated August 3, 1923
to said part Y of the second part for \$ 250.00
due August 3rd, 1924.

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

And the first part ies agree to keep the buildings insured for \$ 300.00
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 Y of the second part his 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 ies of the first part for said con-
sideration do hereby waive or not waive appraisal, at the option of said second part Y heirs and assigns.
IN WITNESS WHEREOF, The said part Y of the first part have 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 3rd day
of August 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 6 day of August 1923, at 3:50 o'clock P. M.
Book 424, Page 303
Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk.