

BLACK PRINTING CO. TULSA

THIS INDENTURE, Made this 5th day of January 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
Joe H. Barry of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of
Five Hundred (\$500.00 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 his heirs and
assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot Number Six (6) in Block Number One (1)
North Denver 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 \$ 2000 and issued
Receipt No. 7117 therefor in payment of mortgage
tax on the within mortgage.

Dated this 9 day of Jan 1923

WAYNE L. DICKEY, 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. H. YG, executed and delivered their installment
to said part Y of the second part for \$ 500.00
due monthly installment of \$20.00 each.

with interest at the rate of 8% per centum per annum, payable monthly

And the first part agree to keep the buildings insured for \$ --- a reasonable
In case that the papers for foreclosure are filed, the first part agree to pay an attorney fee of \$ 10.00 and 10% of
Now, if said part 1st of the first part shall pay or cause to be paid to said part any unpaid balance of the second part, 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 of the second part shall be entitled to the possession of said premises. And the said part of the first part for said con-
sideration do hereby waive or not waive appraisalment, at the option of said second part Y his heirs and assigns.

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

WITNESSES:

E. G. Cunningham

Mattie A. Cunningham

ACKNOWLEDGEMENT

STATE OF Tulsa Oklahoma COUNTY OF Tulsa

Before me, the undersigned, a Notary Public, in and for said County and State on this 5th day
of January, 1923 personally appeared

E. G. Cunningham and Mattie A. Cunningham 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 Jan 2, 1924

(SEAL) W. L. Robbins

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 8th day of Jan.

1923 at 8:00 o'clock A M.

Book 424, Page 33

Brady Brown

Deputy.

(SEAL) O. G. Weaver

County Clerk.