

# REAL ESTATE MORTGAGE RECORD No. 424 COMPALED 353

241599 C.M.J. 29th day of September A.D. 1923, between  
 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  
 B. L. Conway \_\_\_\_\_ of the second part.

WITNESSETH, That the said parties of the first part in consideration of the sum of  
 Twelve Hundred & No/100 DOLLARS  
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part \_\_\_\_\_ 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 Southerly Forty (40) feet of the Northerly Seventy-five (75) feet of Lot Two (2) in Block Number One Hundred Twenty-seven (127) Original Town of Tulsa, Oklahoma, as shown by the recorded plat thereof.

This mortgage is given subject to a first mortgage of \$4750.00 payable to The Standard Savings and Loan Association of Detroit, Michigna. Said loan being reduced by monthly payments.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 1200.00 and issued Receipt No. 11847 therefor in payment of mortgage tax on the within mortgage.

Dated this 6 day of Oct, 1923

W. W. Stuckey, 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

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

grantor \_\_\_\_\_ have executed and delivered \_\_\_\_\_ a certain promissory note dated Sep. 28th, 1923.

to said part \_\_\_\_\_ of the second part for \$ 1200.00  
 due September 29th, 1924.

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

And the first part \_\_\_\_\_ agree to keep the buildings insured for \$ 16000.00

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

Now, if said part \_\_\_\_\_ of the first part shall pay or cause to be paid to said part \_\_\_\_\_ of the second part, \_\_\_\_\_ 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 \_\_\_\_\_ of the second part shall be entitled to the possession of said premises. And the said part \_\_\_\_\_ of the first part for said consideration do hereby waive \_\_\_\_\_ or not waive \_\_\_\_\_ appraisement, at the option of said second part \_\_\_\_\_, his heirs and assigns.

IN WITNESS WHEREOF, The said part \_\_\_\_\_ of the first part have 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 29th day of September, 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 Oct.

1923 at 10:50 o'clock A. M.

Book 424, Page 353

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.