

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424 381

Black Printing Co. Tulsa

243566 C.M.J.

THIS INDENTURE, Made this 6th day of September A.D. 1923 between

Mattie A. Cunningham and E. G. Cunningham, her husband

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

One Thousand & No/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd 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:

Dot Numbered Nine (9) in Block Numbered One (1) East Highland Addition to the City of Tulsa, Tulsa County, Oklahoma, as shown by the recorded plat thereof.

12595

1 Nov. 3

W. M. Robbins, Notary Public

S.B.

Tulsa

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said

Mattie A. Cunningham and E. G. Cunningham, her husband

grantor, S. ha. Vb. executed and delivered A certain promissory note dated Sep. 6th, 1923

to said part Y. of the second part for \$ 1000.00

due Nov. 5th, 1923.

with interest at the rate of ten per centum per annum payable maturity

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

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

Now, if said part 1st of the first part shall pay or cause to be paid to said part Y. 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 Y. 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 appraisal, at the option of said second part Y. his heirs and assigns.

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

Mattie A. Cunningham

WITNESSES:

E. G. 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 6th day of September 1923, personally appeared

Mattie A. Cunningham

E. G. Cunningham, her husband

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 1 day of Nov. 1923, at 5:50 o'clock P. M.

Book 424, Page 381

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.