

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

243568 C.M.J.

THIS INDENTURE, Made this 31st day of October 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
 Twenty-five Hundred and 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:

Lot 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.

RECEIVED BY THE DEPARTMENT OF REVENUE
 12595
 \$100 and issued
 as payment of mortgage
 12595
 W. W. Weaver, 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
 Mattie A. Cunningham and E. G. Cunningham, her husband
 grantor 1st has executed and delivered two certain promissory note 2 dated October 31, 1923
 to said part 2nd of the second part for one note for \$500.00 due in one year, and one note for \$2000.00
 due in two 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 \$2500.00
 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. his
 Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, his heirs or as-
 signs, said sum of money in the above described note 2 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 2nd of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said con-
 sideration do hereby waive or not waive appraisalment, at the option of said second part 2nd 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.
 E. G. Cunningham
 Mattie A. Cunningham

WITNESSES:

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 1st
 day of November 1923, personally appeared

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

to me known to be the identical person 1st 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 November 1923 at 3:50 o'clock P.M.

Book 424, Page 382
 Brady Brown, Deputy (Seal) O. G. Weaver, County Clerk