

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

244215 C.M.J.
 THIS INDENTURE, Made this 18th day of November 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
G. B. Chenoweth of the second part.
 WITNESSETH, That the said part 1st of the first part in consideration of the sum of
Nineteen Hundred Forty-three & 68/100 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 Five (5) and Six (6) in Block Number Seven (7) Burnett
 Addition to the city of Tulsa, Oklahoma, as shown by the recorded
 plat thereof.

This mortgage given subject to a first mortgage of \$2000.00 which
 has been reduced to \$1578.40.

12367

9 Nov, 3
 S.B.

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 ha will executed and delivered - certain promissory note dated Nov. 1st, 1923
 to said part Y of the second part for \$ 1943.68

due payable at the rate of \$50.00 per month beginning December 1st, 1923.

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

And the first part ies agree to keep the buildings insured for \$ - a reasonable
 In case that the papers for foreclosure are filed, the first part ies agree to pay an 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 appraisalment, at the option of said second part Y his heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha 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 1st day
November 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
their 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 9 day of Nov. 1923 at 4:00 o'clock P. M.
 Book 424, Page 390
Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.