

REAL ESTATE MORTGAGE RECORD No. 424

COMPARED

433

BLACK PRINTING CO. TULSA

246605 C.M.J.

THIS INDENTURE, Made this 8th day of December, 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

Agnes Conway

of the second part.

WITNESSETH, That the said parties 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 V of the second part, her heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lots Thirteen (13) Fourteen (14) and Fifteen (15) in Block Eight (8) Cherokee Heights Addition to the city of Tulsa, Oklahoma, as shown by the recorded plat thereof.

I hereby certify that the above is a true and correct copy of the original as recorded in my office.
Record No. 12899
Dec. 13, 1923
W. W. Robbins, County Recorder
B. Quinn

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.

grants have executed and delivered a certain promissory note dated Dec. 8, 1923

to said part V of the second part for \$ 1000.00

due Dec. 8, 1924.

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

And the first part agrees to keep the buildings insured for \$ 10.00 and 10% of any unpaid balance.

In case that the papers for foreclosure are filed, the first part agrees to pay a reasonable attorney fee of \$

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

IN WITNESS WHEREOF, The said parties 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 8th day of December, 1923, personally appeared

E. G. Cunningham

Mattie A. Cunningham,

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 June 2nd, 1924. (Seal)

W. M. Robbins,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 13 day of Dec.

1923 at 9:30 o'clock A.M.

Book 424, Page 433

Brady Brown,

(Seal)

O. G. Weaver,

County Clerk.