

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

247366 C.M.J.

THIS INDENTURE, Made this 22nd 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

W. H. Lenfesty

of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of

FIFTEEN HUNDRED &amp; 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:

The North Forty-six feet (N46') of the South Seventy-four feet (S74') of Lot One (1) Block Seven (7) Original Town of Tulsa, Oklahoma, as shown by the recorded plat thereof.

This mortgage given subject to a first mortgage of \$7500.00

13056  
26  
Dec. 26  
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 1st has executed and delivered TWO certain promissory notes dated Dec. 22, 1923

to said part 2nd of the second part for \$ one note for \$750.00 due Dec. 22nd, 1924 and one note for \$750.00 due Dec. 22nd, 1925.

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

And the first part 1st agree to keep the buildings insured for \$10,000.00

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

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 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 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 consideration do hereby waive or not waive appraisal, 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.

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 22nd day of December 1923, personally appeared

E. G. Cunningham

Mattie A. Cunningham, his wife

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 22 day of Dec. 1923 at 10:50 o'clock A. M.

Book 424, Page 446

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.