

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

257623 C.M.J.

THIS INDENTURE, Made this 7th day of May A.D., 1924, between

E. G. Cunningham

of Tulsa

County, in the State of Oklahoma, of the first part, and

W. E. Broach

of the second part.

WITNESSETH, That the said part. Y of the first part in consideration of the sum of

Two Hundred Fifty (\$250.00) and No/100

DOLLARS

the receipt whereof is hereby acknowledged, do. SS 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:

Lots Number Forty One (41) and Forty Two (42) Block Eight (8) Rosemont Heights Addition to the city of Tulsa, Oklahoma, as shown by the recorded plat thereof.

This property covered by this mortgage is not now nor has it ever been the homestead of the grantor or any of his family.

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S.B.

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

First party

grantor. Sha S executed and delivered. one certain promissory note. dated May 7th, 1924

to said part. Y of the second part for \$ 250.00

due May 7th, 1925.

with interest at the rate of 8% per centum per annum, payable semi annually.

And the first part. Y agree to keep the buildings insured for \$ a reasonable

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

Now, if said part. Y 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. Y of the first part for said consideration do. SS hereby waive or not waive appraisalment, at the option of said second part. Y, his heirs and assigns.

IN WITNESS WHEREOF, The said part. Y of the first part ha S hereunto set. his hand the day and year first above written.

E. G. 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 7th day of May 1924 personally appeared

E. G. Cunningham

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that ha executed the same as his 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.

Jan. 2nd, 1928. (Seal)

W. M. Robbins,

My Commission expires Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 7 day of May 1924 at 4:20 o'clock P. M.

Book 424, Page 572

Brady Brown, Deputy. (Seal)

O. G. Weaver,

County Clerk.