

COMPARED

MORTGAGE RECORD NO. 439

227355 C.M. J.

SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. F. Cundiff and M. L. Cundiff

a of Tulsa County, Oklahoma, part^{ies} of the first part, ha.ve

mortgaged and hereby mortgage to Henry W. Richmond

of part^{ies} of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Four (4), Block Two (2) Arlington Heights
Addition to the city of Tulsa, according to the
recorded plat thereof.

THE STATE OF OKLAHOMA
I hereby certify that the above is a true and correct
copy of the original as filed in my office and issued
Receipt No. 8843 payment of mortgage
tax on the
Dated this 13th day of April, 1923.
WAYNE L. LICKY, County Treasurer

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of

Seven Hundred and Twenty-five (\$725.00) Dollars

DOLLARS,

with interest thereon at the rate of 8^{per cent}, per annum, payable monthlyaccording to the terms of TWO certain promissory note^s described as follows, to-wit:

Both dated at Tulsa Oklahoma April 11th, 1923, One note for the sum of \$25.00, made payable to Henry W. Richmond, or order with interest at the rate of 8% from date until paid, one for the sum of \$700.00, also payable at the order of Henry W. Richmond, to be paid in 35 installments of \$20.00 each, beginning on the 11th day of June, 1923, with interest on all deferred payments at the rate of 8% per annum, from date until paid. if any of the said installments become delinquent for 60 days, the entire unpaid balance shall at once become due and payable at the option of the holder.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part^{ies} hereby covenant^{ies} and agree^{ies} to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

or interest of this mortgage or the first mortgage above referred to
It is further expressly agreed by and bet^{ween} the parties hereto that if any default be made in the payment of the principal sum of the mortgage or the interest thereon, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part^{ies} shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part^{ies} of the first part hereby agree^{ies}, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of \$50.00 Fifty Dollars DOLLARS, which this mortgage also secures.

Part^{ies} of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 11th day of April, 1923

H. F. Cundiff

SEAL

M. L. Cundiff

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 11th day of April, 1923, personally appeared

H. F. Cundiff and M. L. Cundiff

and _____

to me known to be the identical person^s 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.

Witness my signature and official seal the day and year last above written.

My commission expires July 18th, 1923. (Seal) G. J. Patterson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of April, A. D., 1923

at 2:35 o'clock P. M. Book 439, Page 294

By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.