

#229676 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Arthur Evans and Effie Evans, his wife,
a _____ of Tulsa, _____ County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to J.W. Cunningham,
of _____ part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lots no. Five (5) and Six (6) in Block No. Two
(2) East Turley Addition to the Town of Turley,
Tulsa County, Oklahoma, according to the recorded
plat thereof;

I hereby certify that I received
Receipt No. 2324 therefor in payment of
tax on the within mortgage.
Dated this 7 day of May 1923
WAYNE L. DICKEY, County Clerk
W.L.D.

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 Four hundred (\$400.00) -----
----- DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable ----- annually from ----- date -----

according to the terms of twenty-seven certain promissory notes described as follows, to-wit:

Twenty Six (26) notes for \$15.00 each the first of which becomes
due and payable Feb. 26, 1923, and the last of which becomes due
and payable Mar. 26, 1925.

One (1) note for \$10.00 which becomes due and payable April 26,
1925. All notes bearing date of Jan. 26, 1923 and drawing 8%
interest from date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby
covenant and agree 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. and to insure and keep insured in favor of
second party, buildings on said premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage
or any interest installment, 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 party shall be entitled to the immediate possession of
the premises and all rents and profits thereof.

Said party of the first part hereby agree, that in the event action is brought to foreclose this mortgage, ----- will pay a
reasonable attorney's fee of Forty ----- DOLLARS,
which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of
the homestead, exemption and stay laws in Oklahoma.

Dated this 26th day of January, 1923.

Arthur Evans SEAL
Effie Evans, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 26th
day of January, 1923, personally appeared Arthur Evans and Effie Evans, his wife,

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

My commission expires Mar. 26, 1925. (SEAL) W. L. Britton, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of May A. D., 1923
at 2:30 o'clock P. M. Book 439, Page 472

By Brady Brown Deputy, (SEAL) O.C. Weaver, County Clerk.