

COMPARED

## MORTGAGE RECORD NO. 456

235279 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That I. H. Cunningham  
 a \_\_\_\_\_ of Okmulgee County, Oklahoma, part V of the first part, has  
 mortgaged and hereby mortgage to A. G. Pickens  
 of \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The East Half of the Northeast Quarter and the North Half  
 of the Southwest Quarter all in Section Twenty-five (25),  
 Township Nineteen North, Range Ten East.

## NOTES ENDORSEMENT

That I received \$ 400 and issued  
 No. 10528 therefor in payment of mortgage  
 on the within mortgage.

Dated this 9 day of July 1923  
W. W. Luckey County Treasurer  
J. D. Simon Deputy

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 \_\_\_\_\_  
Two thousand and No/100 \_\_\_\_\_ DOLLARS,  
 with interest thereon at the rate of 10 per cent, per annum, payable \_\_\_\_\_ annually from \_\_\_\_\_ date \_\_\_\_\_  
 according to the terms of one certain promissory note \_\_\_\_\_ described as follows, to-wit:

One note for two thousand dollars dated July 6th, 1923, due January  
 6th, 1924.

Party of first part does not claim any part of the above described  
 tract of land as a homestead, and has never occupied the same as  
 such.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part <sup>ies</sup> 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 upon the 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 mort-  
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-  
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part V 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 Two hundred and no/100 \_\_\_\_\_ DOLLARS  
 which this mortgage also secures.

Part V 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 6th day of July, 1923

I. H. Cunningham

SEAL

SEAL

STATE OF OKLAHOMA, County of Okmulgee, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this sixth  
 day of July, 1923, personally appeared \_\_\_\_\_

I. H. Cunningham

and \_\_\_\_\_  
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed  
 the same as his 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 Jan. 29-27 (Seal) Edgar J. Johnson, Notary Public

I hereby certify that this instrument was filed for record in my office on 9 day of July A. D. 1923  
 at 12:00 o'clock - M. Book 439, Page 268  
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk