

Grethay, Bros., Builders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Margaret M. Cunningham and J. A. Cunningham, her
xx-husband, of Tulsa County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to M. R. Travis
of part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

The West Forty (40) feet of Lot Two (2) and all of
Lot Three (3) in Block One (1) Travis Heights Addition
to the City of Tulsa, Oklahoma, according to the recorded
plat of said addition.

TRUSTEES' ENDORSEMENT
I hereby certify that I received \$ 42 and issued
Receipt No. 11316 thereon in payment of mortgage
tax on the within instrument.

Dated 28 day of Aug. 1923
A. L. Carmichael
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 One Hundred and 00/100 ---
--- DOLLARS,
with interest thereon at the rate of eight per cent, per annum, payable semi- annually from --- date
according to the terms of three certain promissory note --- described as follows, to-wit:

One note for \$700.00 due on or before Six Months from date hereof.
One note for \$700.00 due on or before Twelve Months from date hereof.
One note for \$700.00 due on or before Eighteen Months from date hereof.
All of said notes signed by Margaret M. Cunningham and J. A. Cunningham,
payable to the order of M. R. Travis.

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 upon 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 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 principal
sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-
session of the premises and all the rents and profits thereof.

Said part 1st of the first part hereby agree --- that in the event action is brought to foreclose this mortgage, they will pay a
reasonable attorney's fee xx as provided in said notes xxxxxx
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 27th day of August, 1923.

Margaret M. Cunningham SEAL
J. A. Cunningham SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this August
28th day of August, 1923, personally appeared Margaret M. Cunningham and J. A.
Cunningham, her husband,

xxx
to me known to be the identical person B 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 21st 1927 (SEAL) Irene C. Goss Notary Public

I hereby certify that this instrument was filed for record in my office on 28 day of Aug A. D., 1923
at 4:15 o'clock P. M. Book 439, Page 519
By Brady Brown Deputy. (SEAL) O. G. Weaver County Clerk