

#239441 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Claude S. Cunningham and Maude Cunningham, his wife,  
 a Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Tom Lindsey,  
 of part y. of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Number Twenty (20) in Block Number Two (2)  
 Ohio Place Addition to Tulsa, Oklahoma.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$, 04 and issued  
 Receipt No. 11407 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 16 day of Sept. 1926

W. W. Stuckey, County Treasurer,

B. G. Guss  
 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 Hundred DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable monthly xxxxx from date  
 according to the terms of a certain promissory note described as follows, to-wit:

One note for \$200.00 payable monthly at the rate of  
 \$25.00 with interest at 8% payable monthly.

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.

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 ies 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 Fifty DOLLARS  
 which this mortgage also secures.

Part ies 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 5th day of September, 1923.

Claude S. Cunningham SEAL

Maude Cunningham, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 5th  
 day of September, 1923, personally appeared Claude S. Cunningham and Maude  
Cunningham, his wife.

and -----  
 to me known to be the identical person, a 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 October 9th, 1926. (SEAL) Elizabeth Hall Notary Public

I hereby certify that this instrument was filed for record in my office on 5 day of Sept. A. D., 1923.  
 at 4:45 o'clock P. M. Book 439, Page 558.

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