

MORTGAGE RECORD NO. 465

#241874 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. G. Cunningham and Mattie A. Cunningham, his wife,
Tulsa, Tulsa County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to Davenport Ratcliffe & Bethell Inc. of Tulsa, Oklahoma,
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Five (5) Block Sixteen (16) Hill Crest Addition
 to the City of Tulsa, Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 500.00 and received
 Receipt No. 11905 therefor in payment of tax on the within mortgage.

Dated this 10 day of Oct. 1923

W. W. Stuckey County Treasurer

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 Five Hundred and no/100 - - - - - (\$500.00)

- - - - - DOLLARS,

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

according to the terms of one certain promissory note - - - - - described as follows, to-wit:

Dated October 10, 1923, amount \$500.00; time 30 days
 rate 10% from date; by E. G. Cunningham and Mattie A.
 Cunningham, his wife to Davenport Ratcliffe & Bethell Inc.

evidence of the within indebtedness.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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.

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 part I shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said parties 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 of Ten Dollars and 10% of unpaid balance - - - - - 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 10th day of October, 1923

E. G. Cunningham

SEAL

Mattie A. Cunningham,

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - - a Notary Public in and for said County and State, on this 10th
 day of October, 1923, personally appeared E. G. Cunningham and Mattie A. Cunningham,
his wife,

to me known to be the identical person E. 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 7-26-26 (SEAL) Vincent B. Mann Notary Public

I hereby certify that this instrument was filed for record in my office on 10 day of Oct. A. D. 1923

at 3:30 o'clock P. M.

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