

COMPARED

MORTGAGE RECORD NO. 465

#240362 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That James P. Armstrong and Sarah M. Armstrong,
 of Tulsa, County, Oklahoma, part 1st, the first part, has
 mortgaged and hereby mortgage to E. G. Cunningham,
 of part y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Number Twelve (12) Deming Place
 according to the Re-Subdivision of Lots Number
 One (1) Two (2) Three (3) and Four (4) in Block
 Number Nine (9) in Highland Addition, and Lots
 Number One (1) Two (2) Three (3) and Four (4) in
 Block Number One (1) Highland Second Addition, to
 Tulsa, Tulsa County, according to the recorded
 Plat thereof;

TREASURER'S ENDORSEMENT

I hereby certify that I have received \$ 48 and issued
 Receipt No. 11566 thereon in payment of mortgage
 tax on the within mortgage.

Dated this 19 day of Sept, 1923
W. W. Stacey, County Treasurer

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 Twelve Hundred Fifty (\$1250.00) Deputy
 DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable Monthly xxxxxx from Date
 according to the terms of One certain promissory note described as follows, to-wit:

One Note of even date herewith for Twelve Hundred and
 Fifty Dollars Payable Forty (\$40.00) Dollars, monthly on
 principal with Eight Per Cent Interest Payable Monthly
 on deferred Balance.

This Mortgage is given subject to a First and Pryor Mortgage
 of Fifteen Hundred Dollars, in favor of A. E. Barrie

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part des 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 part y shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part 1st the first part hereby agree that in the event action is brought to foreclose this mortgage, xxxxx will pay a
 reasonable attorney's fee of Ten Dollars, and Ten Per Cent of any unpaid balance xxxxxxx
 which this mortgage also secures.

Part 1st 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 18 day of September, 1923

James P. Armstrong SEAL

Sarah M. Armstrong, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 18th
 day of Sept., 1923, personally appeared James P. Armstrong and Sarah M. Armstrong

XXXXX

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 Jan. 10, 1927. (SEAL) R. M. Alderson, Notary, Public.

I hereby certify that this instrument was filed for record in my office on 19 day of Sept., A. D. 1923

at 9 o'clock A. M.
Brady Brown (SEAL) O. G. Weaver, County Clerk.