

COMPARED

MORTGAGE RECORD NO. 465

#244759 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That William A. Scott, (a single man) Tulsa, Oklahoma,County, Oklahoma, part Y of the first part, has mortgaged and hereby mortgage to E.G. Cunninghamof part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Number Seventeen (17) and Eighteen (18) in Block Four (4) Forest Park Addition to the City of Tulsa, Oklahoma, according to the re-amended recorded plat thereof.

Given subject to a first mortgage in favor of The Local Building & Loan Association of Oklahoma City, Oklahoma, being at its date in the sum of \$400.00.

ENDORSEMENT

I hereby certify that I received \$10.00 and issued Receipt No. 12494 in payment of mortgage on the above described property.

Witness my hand and seal of office this 19th day of Nov. 1923
Notary Public, County of Tulsa

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 (\$500.00) DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable at maturity from date hereof, according to the terms of one certain promissory note described as follows, to-wit:

November 15th, 1923, on or before six months after date, for value received, I promise to pay to the order of E.G. Cunningham \$500.00, at Tulsa, Oklahoma, with interest at 8% per annum after this date, payable at maturity. The principals, endorsers, sureties and guarantors of this note hereby severally waive presentment and demand of payment, notice of non-payment, protest and note of protest, and extension of time of payment. Interest on this note to be paid at maturity, and if not paid when due to bear interest at the rate specified for the principal. If this note is not paid when due and is collected by an attorney or by suit, principals, sureties and endorsers agree to pay an attorney's fee for the collection of same of ten dollars and ten per cent of the amount remaining unpaid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y, hereby covenant S and agree S 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 Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, ----- will pay a reasonable attorney's fee of \$10.00 and ten per cent of amount remaining unpaid. DOLLARS, which this mortgage also secures.

Part Y of the first part, for said consideration, do ES hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 17th day of November, 1923.

William A. Scott SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 17th day of November, 1923, personally appeared William A. Scott, (single man)

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 April 17th, 1927. (SEAL) Chas. K. Warren Notary Public

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

at 10:55 o'clock P. M.
by Brady Brown Deputy. (SEAL) O.G. Weaver County Clerk