

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That William P. Cunningham and Nora Cunningham, husband and wife, of Tulsa, County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to Chas. Page, of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Fifteen (15) in Block Twenty-six (26) of the Original Town, now City, of Sand Springs, Oklahoma, according to the recorded plat thereof,

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 900 and issued
Receipt # 12675 for the payment of mortgage
on 27 Nov 1923
S.B.

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 Nine Hundred and no/100 DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date
according to the terms of one certain promissory note described as follows, to-wit:

One note for the principal sum of \$900.00, dated November 15th, 1923, executed by the above named mortgagors due and payable to the above named mortgagee or order, in monthly instalments of \$15.00 per month, commencing the 15th day of December, 1923. Failure to pay any instalment or interest when due shall cause the whole sum to become immediately due at the option of the holder hereof.

This mortgage is given subject to the first mortgage heretofore given to Chas. Page and recorded in book 402 page 563, in the office of the County Clerk, Tulsa County, Oklahoma.

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, 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 V shall be entitled to the immediate possession of the premises and all 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 Ninety and No /100 DOLLARS, which this mortgage also secures.

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

Dated this 15th day of November, 1923

William P. Cunningham SEAL
Nora Cunningham, SEAL

STATE OF OKLAHOMA, County of Tulsa,

Before me, Notary Public in and for said County and State, on this 23 day of November, 1923, personally appeared William P. Cunningham, and Nora Cunningham, his wife,

and to me known to be the identical persons, 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 1, 1926. (SEAL) E.F. Dixon, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of Nov., A. D. 1923

at 11:30 o'clock A. M.
Brady Brown Deputy (SEAL) O.G. Weaver, County Clerk.