

COMPARED  
#241066 NS

## WARRANTY DEED RECORD No. 466

This Indenture, Made this 27th day of September, A. D. 1923, between

Lora Cunningham and W. S. Cunningham, her husband,

of Tulsa, County, in the State of Oklahoma, party of the first part, and

W. C. Upchurch party of the second part.

Witnesseth: That in consideration of the sum of One dollar and other valuable considerations

the receipt whereof is hereby acknowledged, said part Y of the first part do es by these presents grant, bargain, sell and convey unto said part ies of the second part, their heirs and assigns, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

Lot Four (4) in Block Four (4) of Boswell's  
Addition to the City of Tulsa, Oklahoma, according  
to the recorded plat thereof.

INTERNAL REVENUE  
50

To Have And To Hold The Same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever.

And said Lora Cunningham and W. S. Cunningham, her husband, for themselves, their heirs, executors or administrators, do es hereby covenant, promise and agree to and with said part ies of the second part that at the delivery of these presents that they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear and discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgment taxes and assessments and incumbrances of whatsoever nature and kind, EXCEPT.

Unmatured, special and general assessments not yet due and payable, and a certain first mortgage favour Home Building & Loan Association of Tulsa, Oklahoma, in the original amount of Twenty Five Hundred and no/100 Dollars (\$2500.00); payable at the rate of \$35.75 per month; interest at the rate of 8 per cent; and a second mortgage in favour of A. Y. Boswell, in the amount of \$650.00, payable \$25.00 per month and interest, and a third mortgage in favour B. M. Grotkop in the amount of \$1650.00 with interest at the rate of 8 per cent; interest payable semi-annually said third mortgage becomes due on or before April 19th, 1924.

and that they will warrant and forever defend the same unto the said part y of the second part his heirs and assigns against said part y of the first part, their heirs and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

In Witness Whereof, The said part ies of the first part have hereunto set their hand g the day and year first above written.

Lora Cunningham

W.S. Cunningham,

STATE OF OKLAHOMA, Tulsa, County, ss.

Before me, L. S. Spain a Notary Public, in and for said County and State on this 27th

day of September, 19 23, personally appeared Lora Cunningham and W. S. Cunningham,

her husband,

to me known to be the identical person es 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 hand and official seal the day and year last above written.

My commission expires May 25th, 1927. (SEAL) L. S. Spain. Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 28 day of Sept., 19 23, at 3:30 o'clock P. M.

Brady Brown

Deputy (SEAL)

O. G. Weaver.

County Clerk.