

468

hands the day and year first above written.

EXECUTED IN THE PRESENCE OF

C.A. McNamara

Genevieve E. McNamara

STATE OF OKLAHOMA, }  
TULSA COUNTY, } SS.

Before me, a Notary Public in and for said County and State, on this 5th day of December 1923, personally appeared C.A. McNamara and Genevieve E. McNamara, his wife, 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.

My commission expires Aug. 21, 1924. (SEAL) C.E. Hart, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, Dec. 11, 1923, at 1:35 o'clock P.M. and recorded in book 468, page 568.

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

#246472 NS

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 8th day of December, A.D. 1923, by and between Margaret M. Cunningham and J. A. Cunningham, her husband, of Tulsa County, State of Oklahoma, of the first part, and Robt. E. Adams, of the second part;

WITNESSETH; That the said parties of the first part, in consideration of the sum of Thirty-three hundred and no/100 - - - - - Dollars, to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do.. grant, bargain, sell and convey unto said party of the second part his heirs and assigns, forever, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit;

All of Lot Thirteen (13) in Block Eleven (11) of Orcutt Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof. with the appurtenances and all the estate, title and interest of the said parties of the first part herein. And the said parties of the first part do.. hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a first mortgage in the sum of \$3500.00 in favor of the Exchange Trust Company.

This grant is intended as a mortgage to secure the payment of the sum of Thirty-three Hundred and no/100 ..... Dollars, according to the terms of 26 certain promissory notes, this day executed and delivered by the said parties of the first part to the said party of the second part, described as follows, to-wit;

One note for the sum of \$1000.00 due on or before four months from date with interest at the rate of 8% per annum payable at maturity; also a series of 25 notes numbered 1 to 25, inclusive, notes Nos. 1 to 24, inclusive each for the sum of \$100.00 and Note No. 25 for the sum of \$105.03. Note No. 1 matures Jan. 15, 1924, and each consecutive note matures on the 15th of each and every month thereafter until all of such notes are paid. All of such series of notes have the interest included in their face on the deferred amount unpaid from month to month, computed and payable monthly at the rate of 8% per annum. Such notes bear interest at the rate of 10% per annum after maturity if not