MORTGAGE RECORD No. 469

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No. 254714 C.M.J.

E. G. Cunningham and Mattie A. Cunningham, his wife; and W. P. Cunningham and Myrtle H. Cunningham, his wife in Tulsa County, and State of Oklahoma, part 108 first part, and the TULSA BUILDING AND LOAN ASSOCIATION, a corporation organized under the laws of the State of Oklahoma, party of the second part, WITNESSETH, That the said part. 195of the first part, for and in consideration of the sum of Six Thousand and 00/100 DOLLARS. BARGAIN, SELL, CONVEY and CONFIRM unto said party of the second part, its successors and assigns forever, all the following described real estate, Tulsa and State of Oklaho lying and situated in the County of______ wit The Easterly Ninety (90) feet of the Southerly Thirty-five (35) feet of the Northerly Seventy-five (75) feet of Lot One (1), Block One Hundred Fifty-four (154) of the Original Town or City of Tulsa, Oklahoma, according to the Recorded Plat thereof. antimus Frinking Sterry 6.00 1431-5-----april. 2 vr. Catfure $\cdot R$ And all right, title, estate and interest of said grantor S in and to said premises, including all homestead rights, which are hereby waived and released, to-gether with all rents of said property, with full power and authority to collect the same in case the conditions of this mortgage become broken in any par-ticular, and with all and singular the tenements, hereditaments and appurtenances thereto belonging. A first and specific lien is hereby granted on all rentals and profits accruing from said property from and after this date. TO HAVE AND TO HOLD THE SAME unto said party of the second part, its successors and assigns forever. Said part 10.8 it he first part hereby covenant with said party of the second part, its successors and assigns, that at the delivery hereof ______. G. ______ G. _______ Cunningham, his wife, and W. P. Cunningham, and Myrtle H. Cunningham, his wife, the true and lawful owner S_ of the said premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all ssion of same and that E. G. Cunningham, Mattie A. Cunningham, W. P. es; that there is no one in adverse p Cunningham and Myrtle H. Cunningham will warrant and defend the same against the lawful and equitable claims of all persons whomsoever. PROVIDED, ALWAYS, And these presents are upon the express conditions that, whereas, the said party of the second part at the special instance and request of the part 8.8 of the first part, loaned and advanced to ... E. G. Cunningham, Mattie A. Cunningham, W. P. Cunningham and Myrtle H. Cunningham Six Thousand and 00/100 DOLLARS. AND WHEREAS, said part 10.51 the first part agree.... with the said party of the second part, its successors and assigns, to pay all taxes and assess-tts, general and special, against said lands and improvements thereon, when due, and to keep said improvements in good repair, and to keep the build-thereon constantly insured in such company or companies as said second party may designate and the policy or policies of insurance constantly trans-de to said party of the second part, its successors or assigns; and allos to keep said lands and improvements thereon free from all statutory lien claims very kind, and if any or either of said agreements be not performed as aforesaid then said party of the second part its successors or assigns, may pay taxes and assessments, and may effect such insurance, for such purpose, paying the costs thereoi, and may also pay the final judgment for and statu-tion claims, and may invest such sums as may be necessary to protect the title or possession of said premises, including all costs and for the repay-t of all moneys so expended together with the charges thereon as provided by the By-Laws of said Association, these presents shall be security. tory AND WHEREAS, the said E. G. Cunningham and Mattie A. Cunningham, his wife and W. P. Cunningh AND WHEREAS, the said and Myrtle H. Cunningham, his wife did on the Thirty-first day of March, 1924, make and deliver to the TULSA BUILDING, AND LOAN ASSOCIATION their note or obligation, which is mass a part hereof and in the words and figures as follows, to AND^{18a, Okia. March 31, 192} 4. NOTE OR OBLIGATION For Value Received ______ promise to pay to the order of _______UISA_BUILDING/LOAN ASSOCIATION, the following sums of mon ev viz: Thirty-nine and 90/100 DOLLARS. Certificate therefor numbered ... 4983 this day pledged by ... F. C. Cunningham and Mattie A. Cunningham, his wife, W. P. Cunningham and Myrtle H. Cunningham, his iwfe ____to said Association to secure a loan of Six Thousand and 00/100 _____DOLLARS, and the sum of Forty-seven and 70/100 DOLLARS; the same being the interest the said sums of money, amounting in the aggregate to ... Lighty-seven and 60/100 DOLLARS. 15. 1924.

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