

MORTGAGE OF REAL ESTATE

HURSEY PRINTER COMPANY, DALLAS, TEXAS

THIS INDENTURE Made this 28 day of July, A.D. 1909, between P. W. Cunningham & Bina Cunningham of Tulsa County, in the State of Oklahoma, of the first part, and American Bank of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part... of the first part, in consideration of Two hundred and eighty Dollars (\$216.00) the receipt of which is hereby acknowledged, do... by these presents Grant, Bargain, Sell and Convey unto said part... of the second part John heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot nine (9) in Block four (4) in the Town of North Tulsa Oklahoma DOLLARS

TO HAVE AND TO HOLD The same unto the said part... of the second part John heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said P. W. Cunningham & Bina Cunningham have this day executed and delivered... a certain promissory note... in writing to said part... of the second part described as follows:

Tulsa, Okla. July 28/1909. Six months after date we will either of two promise to pay to American Bank Two hundred and eighty Dollars \$216.00 with interest at 8% from maturity.

Now, if said part... of the first part shall pay or cause to be paid to said part... of the second part John heirs or assigns, said sum of money in the above described note... mentioned, together with the interest thereon, according to the terms and tenor of the same, then this Mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said part... of the second part shall be entitled to possession of said premises. And the said part... of the first part for said consideration do hereby expressly waive an appraisal of said Real Estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part... of the first part ha... hereunto set their hand the day and year first above written.

P. W. Cunningham
Bina Cunningham

State of Oklahoma, } ss. Tulsa County } BEFORE ME Robt. E. Lynch a Notary Public in and for said County and State on this 28 day of July, 1909, personally appeared P. W. Cunningham and Bina Cunningham to me known to be the identical person 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 July 2, 1910. (Seal) Robt. E. Lynch Notary Public

ASSIGNMENT

Know All Men by These Presents:

THAT... of... County, in the State of Oklahoma, the within named Mortgage... in consideration of the sum of... and... DOLLARS to... in hand paid, the receipt whereof is hereby acknowledged, do... hereby Sell, Assign, Transfer, Set Over and Convey unto... heirs and assigns, the within Mortgage Deed, the real estate conveyed, and the promissory note..., debts and claims thereby secured, and covenants therein contained.

TO HAVE AND TO HOLD The same, forever, subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said Mortgagee... ha... hereunto set... hand this... day of... 19...

EXECUTED IN PRESENCE OF

State of Oklahoma, } ss. This Assignment was filed for record on the... day of... A.D. 19... at... o'clock... M., and duly recorded in Book... on page... Fee, \$... \$... 19... Register of Deeds.

RECEIPT.

RECEIVED OF... the within named Mortgagor... the sum of... and... DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 31 day of July, A.D. 1909 at 4:24 o'clock P. M.

(Seal)

H. C. Walker
Register of Deeds.