

## MORTGAGE RECORD No. 472

251912 C.M.J.  
NO.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

25

This instrument was filed for record on the

day of

Feb.

1924

at 2:10

o'clock P.M.

368

and duly recorded in Book 472 on page

Fees \$

TO

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy

THIS INDENTURE, Made this 2nd day of January A. D. 1925, between

Will Lee Cunningham and J. G. Cunningham, her husband

of Tulsa County, in the State of Oklahoma, part 168 of the first part

and E. J. Peebles

of Tulsa part 7 of the second part;

WITNESSETH, That said part 168 of the first part, in consideration of the sum of

Eight Hundred and No/100

Dollars

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 7 of the second part his

and assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma to-wit:

Lot Ten (10), Block Two (2) Peebles Addition to the city of Tulsa, according to the recorded plat thereof, as filed for record at the Recorder of Deeds, Tulsa County, Oklahoma.

THIS INSTRUMENT IS ENDORSED

13851

25

Feb. 1924

S.B.

Deputy

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of four promissory note \$ of even date herewith. One for \$200.00 due July, 1924 one for \$200.00 due January 2, 1925, one for \$200.00 due July 2, 1925 and one for \$200.00 due January 2, 1926.

made to E. J. Peebles

or order, payable at Tulsa, Oklahoma

with 8 per cent interest per annum, payable semi-annually and signed by

Will Lee Cunningham and J. G. Cunningham, her husband

Said first part 168 hereby covenant that they are owner in fee

simple of said premises and that they are free and clear of all incumbrances

they have

That the Y will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 168 agree to insure the buildings on said premises in the sum of \$ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 168 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 168 further expressly agree that in case of foreclosure of this mortgage and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee Eighty and No/100 Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage and the amount thereon shall be recovered in said foreclosure suit and included in any judgement or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the manner as the principal debt hereby secured.

Now if said first part 168 shall pay or cause to be paid to said second part his 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 said note \$ and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said note \$ and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first part 168 waive notice of election to declare the whole debt as above and also the benefit to stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part 168 of the first part has hereunto set their hand \$ the day and year first above written.

Will Lee Cunningham

J. G. Cunningham

## ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That of County, Oklahoma, the within named mortgagee in consideration of the sum of DOLLARS

to in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto

heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured, and the covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee has hereunto set hand this day of

192

STATE OF OKLAHOMA, Tulsa County, ss.

Before me,

the undersigned

a Notary Public in and for said County and State

on this 2nd day of January, 1925, personally appeared within and foregoing

Will Lee Cunningham and J. G. Cunningham, her husband to me known to be the identical person \$ who executed the above 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 official hand and seal the day and year above set forth.

My commission expires June 24, 1925, 192 (Seal)

B. H. Johnston,

Notary Public