

COMPARED
NO. 253546 C. M. J.

MORTGAGE RECORD No. 472

BLACK PRINTING CO. - OKLA

FROM
TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 460 and issued
Receipt No. 14127 therefor in payment of mortgage
tax on the within mortgage to

Dated this 15 day of March 1924

W. W. Slaton, County Treasurer

Deputy

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 15 day of
March 1924 at 11:40 o'clock A.M.
and duly recorded in Book 472 on page 409
Fees \$

O. G. Weaver,

(Seal) Brady Brown,

County Clerk

By Deputy

THIS INDENTURE, Made this Fifteenth (15) day of March A. D. 1924, between
Mattie A. Cunningham and E. G. Cunningham, her husband

of Tulsa County, in the State of Oklahoma, part 108 of the first part

and The First National Bank

of Tulsa, Oklahoma, part V of the second part;

WITNESSETH, That said part 108 of the first part, in consideration of the sum of

Eight Thousand Dollars

Dollars

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V of the second part its successors heirs

and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma to-wit:

The N.50 ft. of the South 75 feet of Lot Two (2) in Block One Hundred Thirty (130) Old Town of Tulsa, Oklahoma, according to the recorded plat thereof. This mortgage is given subject to Three (3) other mortgages, as follows: A First Mortgage to the Georgia State Savings and Loan Assn. the unpaid balance of which is approximately \$22,500.00, payable \$240.00 a month; and a second mortgage to Minnie Haller for \$5,000.00, due March 20th, 1924; and a Third Mortgage to A.E. Barrus for unpaid balance of about \$1500.00

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 Two (2) promissory note, \$ of even date herewith. One for \$ 1,000.00 due 30 days after date and one note for \$7,000.00 due 90 days after date.

made to The First National Bank of Tulsa

or order, payable at Tulsa

with eight (8) per cent interest per annum, payable semi-annually and signed by Mattie A. Cunningham and E. G. Cunningham, her husband

Said first part 108 hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of all incumbrances, except as listed above

That they have good right and authority to convey and encumber the same and the V will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 108 agree to insure the buildings on said premises in the sum of \$ 8,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 108 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 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 Ten percent of principal and ten 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 108 shall pay or cause to be paid to said second part, its successors 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 ten percent 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 108 waive notice of election to declare the whole debt as above and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part 108 of the first part ha V hereunto set their hand the day and year first above written.

E. G. Cunningham

Mattie A. Cunningham

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That of Tulsa 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 ha hereunto set hand this day of 192

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, R. R. McCormick

on this 15th day of March 1924, personally appeared a Notary Public in and for said County and State within and foregoing

E. G. Cunningham and Mattie A. Cunningham, 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 Mar. 24, 1927. (Seal)

R. R. McCormick,

Notary Public