

MORTGAGE RECORD No. 472

NO. 259727 C.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 3 day of

June 1924 at 1:00 o'clock P.M.

and duly recorded in Book 472 on page 551.

Fees \$

O. G. Weaver,

(Seal)

Brady Brown,

County Clerk

By

Deputy

THIS INDENTURE, Made this 6th day of May A. D. 1924, between

H. A. Cunningham

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

and M. R. Graves

of Muskogee, Okla.

part V of the second part;

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

Nine Hundred forty & No/100

Dollars

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

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

Oklahoma to-wit:

The South West quarter (SW4) of the North West Quarter (NW4)
of Section Twenty One (21) Township Nineteen (19) North, Range
Twelve (12) East, containing 40 acres.

TREASURER'S ENDORSEMENT

Filed for record on 15/199 and issued
for the purpose of payment of mortgage

3 June 1924
O. G. B.

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 Three (3) promissory note S of even date herewith. One for \$240.00 due Sept. 6th, 1924. \$300.00 due Sept. 6th, 1924 & \$400. due Nov. 6th, 1925.

made to M. R. Graves

or order, payable at First Natl. Bank, Tulsa, Okla.

with 6 per cent interest per annum, payable semi-annually and signed by

H. A. Cunningham and P. E. King

Said first part V hereby covenant S that she is owner in fee

simple of said premises and that they are free and clear of all incumbrances that said indebtedness is part of the purchase price of said land.

That she has

good right and authority to convey and encumber the same and

She will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V agree S to insure the buildings on said

premises in the sum of \$100 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part V

agree S to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V further expressly agree S that in case of foreclosure of this mortgage and as often as any proceeding shall be taken to foreclose same

as herein provided, the mortgagee will pay to the said mortgagee One hundred & 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 V shall pay or cause to be paid to said second part V her heirs or assigns said

sum S of money in the above described note S mentioned, together with the interest thereon according to the terms and tenor of said note S

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 10 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 S 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 V waive S notice of election to declare the whole debt as above and also the benefit to stay, valuation or appraisalment laws.

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

H. A. 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

h 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

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STATE OF OKLAHOMA, Tulsa County, ss.

Before me, C. R. Bumgarner

a Notary Public in and for said County and State

on this 6th day of May, 1924, personally appeared within and foregoing

H. A. Cunningham, to me known to be the identical person who executed the above instrument

and acknowledged to me that S ha executed the same as h SR 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 October 8th, 1924, (Seal)

C. R. Bumgarner, Tulsa Co.

Notary Public