

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

This instrument was filed for record on the 18 day
of Feb A. D. 1911, at 3:33 o'clock P. M.

TO

Fees, \$...
(Seal) H. C. Walkley
Register of Deeds.

By... Deputy.

MORTGAGE OF REAL ESTATE.—SAML. DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 30th day of January A. D. 1911, between E. G. Cunningham and Mathie A. Cunningham his wife, Tulsa County, in the State of Oklahoma, of the first part, and Julia M. Reinhardt of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Five Hundred (500) Dollars (\$500), the receipt of which is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said part of the second part, her heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit: Lot Number Twenty (20) Block Eighteen (18) in Lynch & Forsyth Addition to the city of Tulsa. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, her 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 E. G. Cunningham Mathie A. Cunningham have, this day executed and delivered their certain promissory note in writing to said part of the second part, described as follows:

Five hundred Dollars dated January 30th 1911. One year after date for value received, with or without interest, to be paid to the order of Julia M. Reinhardt. Five Hundred Dollars at Tulsa with interest at the rate of Eight per cent per annum payable semi-annually from date until paid. The interest if not paid when due to become as principal and bear the same rate of interest and in case this note is collected by an attorney or by legal proceedings we agree to pay.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, her 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 the possession of said premises. And the said part of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

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

E. G. Cunningham
Mathie A. Cunningham

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Henry L. Reed, Notary Public in and for said County and State on this 30th day of January 1911, personally appeared E. G. Cunningham and Mathie A. Cunningham, his wife, 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 Jan 17, 1914 (Seal) Henry L. Reed

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... hereunto set... hand this... day of...

EXECUTED IN PRESENCE OF

This assignment was filed for record on the... day of... A. D. 19... at... o'clock... M. Fee, \$...

Register of Deeds.

RECEIPT.

Received of... the within-named mortgagor... the sum of... and... DOLLARS, in full satisfaction of the within mortgage.

x. see 17th additional sum of ten per cent on the amount of this note as attorney's fees.
 E. G. Cunningham
 Mathie A. Cunningham