

MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 7th day
of March A. D. 1911, at 2³⁰ o'clock P. M.

Fees, \$

(seal)

H. C. Walkley
Register of Deeds.

By

Deputy.

COMPARED

TO

MORTGAGE OF REAL ESTATE.—BANK DODD WORTH BOOK CO., LEAVENWORTH, KAN. No. 10788

THIS INDENTURE, Made this 16th day of February A. D. 1911, between E. G. Cunningham
and Matthie A. Cunningham, his wife of Tulsa County, in the State of
Oklahoma, of the first part, and C. H. Foreman of Morocco, Mich. County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of
Two Hundred and eighty four Dollars (\$ 284⁰⁰),
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2^d of the second part, his heirs and
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot four (5) Block Six (6) in Lynch & Forsyth's Addition
to the City of Tulsa, according to the recorded plat thereof DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part 1st of the second part, his heirs and assigns, together with all and singular the tenements,
hereditaments and appurtenances therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said E. G. Cunningham & Matthie A. Cunningham
have this day executed and delivered their certain promissory note in writing to said part 2^d of the second part, described as follows:

Three years after date or on either of two promissory notes to pay to the order of C. H.
Foreman two Hundred and eighty four dollars payable at the rate of
sixteen dollars and fifty cents per month with interest at the rate of
March 1st 1911 and a like sum on the 1st day of each succeeding month
until said \$284⁰⁰ is fully paid at Morocco, Mich. with interest at the
rate of 8 percent per annum payable 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,

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2^d of the 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 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 1st of the second part shall be entitled to the possession
of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the home-
stead 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
Matthie A. Cunningham

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Henry L Reed Notary Public
in and for said County and State on this 17th day of February, 1911, personally appeared
E. G. Cunningham and Matthie A. Cunningham, his wife
to me known to be the identical persons 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 17th 1914 (seal) Henry L Reed 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 _____ hereunto set _____ hand this _____ day of _____ 19_____

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 _____ DOLLARS,
in full satisfaction of the within mortgage.

* or by legal proceedings they agree to pay an additional sum of ten per cent on the amount of this note to as attorney's fees. Principal given to pay a greater amount than mentioned at any payment maturing date signed by E. G. Cunningham and Matthie A. Cunningham