

## MORTGAGE RECORD.

COMPARED

FROM

TO

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 14 day  
of April, A. D. 1911, at 2 o'clock P. M.Fees, \$... Seal H. C. W. Arkley  
Register of Deeds.

By... Deputy.

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

THIS INDENTURE, Made this 10th day of April, A. D. 1911, between E. J. Cunningham and  
Mattie A. Cunningham his wife of Tulsa County, in the State of  
Oklahoma, of the first part, and John J. Harbour of Tulsa County, in the State of  
Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of  
Twelve hundred (\$1200.00) and no 10.0 Dollars (\$...),  
the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part 1st of the second part, his heirs and  
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma to-wit:  
Lot number seven (7) in block number two (2) of Harbour addition to the City  
of Tulsa Oklahoma according to the recorded plat thereof within the  
Improvements thereon DOLLARS,

This mortgage is given subject to a First mortgage of \$1300.00 due the  
United Bank of Detroit Michigan.

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 thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said E. J. and Mattie A. Cunningham  
ha. 1st this day executed and delivered their certain promissory notes in writing to said part 1st of the second part, described as follows:

\$50.00 due on or before October 10th 1911  
\$50.00 due on or before January 10th 1912  
\$333.00 due on or before April 10th 1912  
\$50.00 due on or before May 10th 1912  
\$50.00 due on or before August 10th 1912  
\$334.00 due on or before April 10th 1913  
\$333.00 due on or before April 10th 1914  
Each of said notes bearing 8% interest from date payable semi annually

Now, if said part 1st of the first part shall pay or cause to be paid to said part 1st 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 part 1st of the first part for said consideration do hereby expressly waive an appraisement 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 part 1st of the first part ha. hereunto set their hand 1st the day and year first above written.

E. J. Cunningham  
Mattie A. Cunningham

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. F. Bunch a Notary Public  
in and for said County and State on this 13th day of April, 1911, personally appeared  
E. J. Cunningham and Mattie 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 March 24th 1915 Seal W. F. Bunch 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 ha. 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.

\$... 19...  
Received of... the within-named mortgagor... the sum of...  
and... DOLLARS,  
in full satisfaction of the within mortgage.

For value received, I acknowledge satisfaction and payment in full of the

within mortgage, and same is hereby released.

John J. Harbour

Signed and acknowledged before me, April 29-1911

W. F. Bunch  
Notary of Deeds