

## MORTGAGE RECORD

# 35027

BANK DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 21054

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 14th day of October, A. D. 1911, between E. S. Cunningham and Mattie A. Cunningham his wife County, in the State of Oklahoma, of the first part, and Colonial Trust Company of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Two hundred fifty Dollars (\$ 250.00 ), the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey unto said part 2nd of the second part, its heirs and assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

South Half (S 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) and the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) Section Twenty (20), and the South Half (S 1/2) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) Section Twenty-one (21) Township Twenty-two (22) North, Range Thirteen (13) East, containing fifty acres, more or less, according to the government survey

TO HAVE AND TO HOLD THE SAME unto the said part 2nd of the second part, its 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 first parties have this day executed and delivered a certain promissory note, in writing to said part 2nd of the second part, described as follows:

\$250.00 Tulsa, Oklahoma, 10/13, 1911, No. — Ninety days after date, we, or either of us, each as principal, promised to pay to the order of Colonial Trust Company, Two Hundred Fifty Dollars, for value received negotiable and payable to the Colonial Trust Co., Tulsa, Oklahoma, with interest at ten percent per annum from maturity until paid. The makers, signers and endorser each severally waive presentation for payment, notice of non-payment.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, its 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 2nd 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 homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands the day and year first above written.

E. S. Cunningham  
Mattie A. Cunningham

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, W. P. Bunch a Notary Public in and for said County and State, on this 14th day of October, 1911, personally appeared E. S. Cunningham and Mattie A. Cunningham 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 W. P. Bunch Notary Public.

## KNOW ALL MEN BY THESE PRESENTS:

## ASSIGNMENT

That — of — County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of — 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 have hereunto set their hands 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.

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 16 day of Oct, A. D. 1911, at 8:10 o'clock — M. Fees, \$ —

By H. E. Walkley Deputy. Register of Deeds.

(Seal)

\* protest and notice, and further consent to any renewals or extensions without further notice. They also agree to pay a reasonable attorney's fee in any proceedings.