

220386 D.I.E.

THE NEWS-OKLAHOMA PRINT & ADVERTISING CO., OKLAHOMA, OKLA.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Leo P. Quinn and Katherine B. Quinn, his wife

a ..... of Tulsa ..... County, Oklahoma, part of the first part, have mortgaged and hereby mortgage to E. E. Elliott ..... of ..... part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Numbered Three (3) in Block Numbered One (1) in Sunset Hill Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the official plat thereof.

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$1400 and issued Receipt No. 7524 therefor in payment of mortgage tax on the within mortgage.  
Dated this 30 day of Jan 1923  
WAYNE L. DICKEY, County Treasurer  
a Deputy

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Seven Hundred (\$700.00)

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable quarterly monthly from date

according to the terms of ONE certain promissory note described as follows, to-wit:

Copy of Note Tulsa, Oklahoma, January 29, 1923

\$700.00 On or before Ninety days after date, for value received we promise to pay to the order of E. E. Elliott Seven Hundred (\$700.00) DOLLARS at Tulsa, Okla., without defeasement or discount with interest at the rate of 8 per cent. per annum, payable quarterly from date until paid.

Should any interest or principal not be paid when due, it shall bear interest at the rate of 10 per cent. per annum until paid. Interest on this note to be paid annually. The principals, endorsers, sureties and grantors of this note hereby severally waive presentment and demand of payment, notice of nonpayment, protest and notice of protest and extension of time of payment. If this note is not paid when due and is collected by an attorney provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party, Leo P. Quinn and Katherine B. Quinn, his wife, agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Seventy (\$70.00) DOLLARS, which this mortgage also secures.

Part of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 29 day of Jan 1923

Leo P. Quinn SEAL

Katherine B. Quinn SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 29th day of January 1923, personally appeared Leo P. Quinn, his wife and Katherine B. Quinn

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. Witness my signature and official seal the day and year last above written.

My commission expires June 23-1926 (SEAL) Doc Wade Notary Public.

I hereby certify that this instrument was filed for record in my office on 29 day of Jan A. D. 1923 at 3 o'clock P. M. Book 402, Page 395 (SEAL)  
By Brady Brown Deputy G. G. Weaver County Clerk.