

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA, OKLA. COMPARED

218551 C.M.J.

eighth

January

A.D. 1923

THIS INDENTURE, Made this

day of

between

Luke Sheridan and Maude M. Sheridan, (husband and wife)

of Tulsa

County, in the State of Oklahoma, of the first part, and

C. E. Lyons and Lina Lyons, (husband and wife)

of the second part.

WITNESSETH, That the said part. 1st of the first part in consideration of the sum of

Seventeen Hundred Eighty Two and 3/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part. 1st of the second part their heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

The West Thirty feet (30') and Eight inches (8') of Tract No. 5 in Lot Seven (7) of Billington's Acre Tracts, embracing Lots 5, 6, and 7, in Section 7, Township 19, North, Range 12 East of the Indian Base and Meridian, according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$180 and issued Receipt No. 7132 therefor in payment of mortgage tax on the within mortgage.

Dated this 10th day of Jan 1923

WAYNE L. DICKEY, County Treasurer

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said

Luke Sheridan and Maude M. Sheridan,

grantors have executed and delivered their certain promissory note dated Jan. 8th, 1923

to said part. 1st of the second part for \$1782.03, payable in installments of \$30.00, per month, said installments to be paid on or before the 8th day of January 1926, and monthly thereafter,

with interest at the rate of eight per centum per annum, payable monthly from this date.

And the first part. 1st agree to keep the buildings insured for \$1500.00

In case that the papers for foreclosure are filed, the first part. 1st agree to pay a reasonable attorney fee of 10%

Now, if said part. 1st of the first part shall pay or cause to be paid to said part. 1st of the second part, their heirs or assigns, said sum of money in the above described note, together with the interest thereon, according to the terms and tenor of the same, then these presents 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, or if the taxes or assessments levied against said premises or any part thereof, or the taxes assessed against the said second party or any assignee of said note or the debt secured thereby, or, if the insurance is not paid, the second party may pay the same, and the amount so paid shall become a part of this indebtedness and the whole of said sum or sums and interest thereon, shall, and by these presents does become due and payable, and shall bear 10 per centum interest per annum, 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 waive or not waive appraisalment, at the option of said second part. 1st their heirs and assigns.

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

WITNESSES:

Chas. K. Warren

Luke Sheridan

Maude M. Sheridan

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 8th day of January 1923, personally appeared

Luke Sheridan

Maude M. Sheridan, 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.

Given under my hand and seal the day and year last above written.

My Commission expires October 16, 1925. (Seal)

Lee O. Plemmons,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 9 day of Jan. 1923, at 10:30 o'clock A.M.  
Book 424, Page 36

Brady Brown

Deputy. (Seal)

O. G. Weaver,

County Clerk