

BLACK PRINTING CO. TULSA

244599 C.M.J.

THIS INDENTURE, Made this 10th day of November, A. D., 1923, betweenLeo P. Quinn and Katherine B. Quinn, husband and wifeof Tulsa County, in the State of Oklahoma, of the first part, andS. R. Lewis

of the second part.

WITNESSETH, That the said part ies of the first part in consideration of the sum ofSix Hundred Sixty and No/100

DOLLARS

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

Lot Eight (8) Block Five (5) of Cherokee Heights Addition to the City of Tulsa, according to the official plat thereof.

(This mortgage is second and inferior to a mortgage executed by said parties upon said property, to the Tulsa Building & Loan Association in the sum of \$2500.00)

TREASURER'S ENDORSEMENT

I hereby certify that I received \$28 and issued Receipt No. 24550 therefor in payment of mortgage tax on the within mortgage.

Dated this 16 day of Nov, 1923

W. W. Stuckey, County Treasurer

S. B.
Deputy

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

Leo P. Quinn and Katherine B. Quinn

grantor S. R. Lewis executed and delivered one certain promissory note dated May 1, 1923

to said part V. of the second part for \$ 660.00

due Twenty (\$20.00) Dollars per month,

(\$120.00. of said principal sum having been paid and credited on said note)

with interest at the rate of 8 per centum per annum, payable monthly.

And the first part ies agree to keep the buildings insured for \$ 2000.00

In case that ~~the~~ papers for foreclosure are filed, the first part ies agree to pay ~~an~~ attorney fee of \$ 50.00

Now, if said part ies of the first part shall pay or cause to be paid to said part V. of the second part, his 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 V. of the second part shall be entitled to the possession of said premises. And the said part ies of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part V. his heirs and assigns.

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

WITNESSES:

Leo P. Quinn

Katherine B. Quinn

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 15th day of November, 1923, personally appeared

Leo P. Quinn

Katherine B. Quinn, his wife

to me known to be the identical person S. 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 Sep. 18, 1924. (Seal)

Chas. W. Wortman,

Notary Public.

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 16 day of Nov., 1923, at 9:00 o'clock A. M.

Book 424, Page 398

Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk.