

#246386 NS

SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. J. Lewis, Genallar Lewis,
Tulsa, County, Oklahoma, part --- of the first part, ha
 mortgaged and hereby mortgage to Heizer McCaskey Co.
 of --- part --- of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot 17, Block 5, Pilcher Summit Addition to Tulsa.

TREASURER'S ENDORSEMENT
 This mortgage is for \$2750.00 and interest
 No. 12850
 Date 10 Dec 1923
 S.B.

*** This mortgage is given subject and is inferior, to a certain mortgage for Deputy
\$2750.00 and interest, given by said party to Oklahoma Bldg. & Loan Assn.
and dated Oct. 26, October 26, 1923.

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 Four Hundred, - - - - -
--- DOLLARS.

with interest thereon at the rate of 15 per cent, per annum, payable monthly XXXXXX from Nov. 8, 23

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

One note dated Dec. 8, 1923, due Jan. 8, 1924. for \$25.	One note dated Mar. 8, 1925, due April 8, 1925, for \$25.
One note dated Jan. 8, 1924, due Feb. 8, 1924. for \$25.	
One note dated Feb. 8, 1924, due Mar. 8, 1924. for \$25.	
One note dated Mar. 8, 1924, due April 8, 1924. for \$25.	
One note dated April 8, 1924, due May 8, 1924. for \$25.	
One note dated May 8, 1924, due June 8, 1924. for \$25.	
One note dated June 8, 1924, due July 8, 1924. for \$25.	
One note dated July 8, 1924, due Aug. 8, 1924. for \$25.	
One note dated Aug. 8, 1924, due Sept. 8, 1924. for \$25.	
One note dated Sept. 8, 1924, due Oct. 8, 1924. for \$25.	
One note dated Oct. 8, 1924, due Nov. 8, 1924. for \$25.	
One note dated Nov. 8, 1924, due Dec. 8, 1924. for \$25.	
One note dated Dec. 8, 1924, due Jan. 8, 1925. for \$25.	
One note dated Jan. 8, 1925, due Feb. 8, 1925. for \$25.	
One note dated Feb. 8, 1925, due Mar. 8, 1925. for \$25.	

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party VS hereby
 covenant --- and 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 VS shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part S of the first part hereby agree S, that in the event action is brought to foreclose this mortgage --- will pay a
 reasonable attorney's fee of Fifty --- DOLLARS,
 which this mortgage also secures.

Part ies 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 8th day of November, 192 3

C. J. Lewis SEAL
Genallar Lewis SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, --- a Notary Public in and for said County and State, on this tenth
 day of November, 192 3, personally appeared C. J. Lewis and Genallar Lewis,
his wife;

IX
 to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me 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 Jan. 9, 1926. (SEAL) M.E. Maxwell, Notary Public.

I hereby certify that this instrument was filed for record in my office on 10 day of Dec. A. D. 192 3

at 2:00 o'clock P. M.

By Brady Brown Deputy. (SEAL) O.G. Weaver, County Clerk.