

The New-Bigatch Print & Bind Co., Shawnee, Okla.  
217153 C.F.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. K. Phipps and Caroline S. Phipps, his wife  
a \_\_\_\_\_ of Tulsa County, Oklahoma, part ies of the first part, have  
mortgaged and hereby mortgage to First National Bank, Tulsa, Okla.  
of \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) in Block Three (3) of the Eams Addition  
to the City of Tulsa, Oklahoma, according to the  
recorded plat thereof.

I hereby certify that I received \$90.00 and issued  
Receipt No. 6884 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 21 day of Dec 1922  
WAYNE L. DICKEY, County Treasurer

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 \_\_\_\_\_

Forty Five Hundred (\$4500.)

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable \_\_\_\_\_ annually from \_\_\_\_\_

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

1 note in the sum of \$4500.00 dated December 16, 1922,  
and due 181 days after date, with interest from date at  
eight per cent.

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

Said part \_\_\_\_\_ of the first part hereby agree \_\_\_\_\_ that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ will pay a  
reasonable attorney's fee of Four Hundred Fifty (\$450) 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 16th day of December, 1922

R. K. Phipps

SEAL

Caroline S. Phipps

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 16th  
day of December, 1922, personally appeared \_\_\_\_\_

R. K. Phipps and Caroline S. Phipps, his wife,

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

My commission expires Feb. 7, 1925. (Seal) H. W. Hoffman, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of Dec. A. D., 1922  
at 2:00 o'clock P. M. Book 402, Page 168

By F. Delman, Deputy, (Seal) O. D. Lawson, County Clerk.