

COMPARED MORTGAGE RECORD NO. 402

219830 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Daisy Phillips, and C. A. Phillips, wife and husband
 a _____ of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to W. B. Hardesty,
 of _____ part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of lot numbered Fourteen (14) in Block numbered
 Six (6) Interurban Addition to the city of Tulsa,
 Okla. According to the recorded plat thereof,

of Section 23, Twp. 19, Range 12 and containing One acres, more or less,
 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
Three Hundred (\$300.00) DOLLARS
 with interest thereon at the rate of 10 per cent, per annum, payable Nov-23rd 1923 annually from Nov. 23rd 1922
 according to the terms of One certain promissory note described as follows to-wit: bearing even date
 herewith and given as evidence of the within indebtedness.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 26 and issued
 Receipt No. 7388 in payment of mortgage
 tax on the within mortgage.
 Dated this 24 day of Jan 1923
WAYNE L. DICKAY, County Treasurer
W. B. Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part hereby
 covenant S and agree S 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 V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, S will pay a
 reasonable attorney's fee of 10% DOLLARS,
 which this mortgage also secures.

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

Dated this 23rd day of Nov. 1922

Daisy Phillips SEAL.

C. A. Phillips SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 23rd
 day of Nov. 1922, personally appeared

Daisy Phillips, and C. A. Phillips

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 July 24th, 1926. (Seal) J. T. Chamblee, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Jan. A. D., 1923
 at 9:00 o'clock A. M. Book 402, Page 354

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