

REAL ESTATE MORTGAGE RECORD No. 424

465

Block, Forting, Co. COMPARED

248356 O.M.J.

THIS INDENTURE, Made this 2nd day of January A.D. 1924, between

J. R. Phillips and Mattie Phillips, his wife.

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

R. L. Davidson and W. I. Williams

of the second part.

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

Five Hundred (\$500.00)

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 and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lots Five (5) and six (6), in Block thirty-six (36), of the Town of Skiatook, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$100.00 and issued Receipt No. 1326 for same in payment of mortgage tax on the within mortgage.
Dated this 7 day of Jan 1924
W. W. Stuckey, County Treasurer
MB 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

J. R. Phillips

grantor, ha S executed and delivered, one certain promissory note, dated

to said part 1st of the second part for \$ 500.00

due one year from date, with interest thereon at the rate of eight per cent. per annum from date until paid, the interest being payable semi-annually.

with interest the rate of, per centum per annum, payable

And the first part 1st agree to keep the buildings insured for \$ 500.00

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ 100.00

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 ha ve their hand the day and year first above written.

WITNESSES:

J. R. Phillips

Mattie Phillips

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public in and for said County and State on this 2nd day of January 1924, personally appeared

J. R. Phillips and Mattie Phillips, husband and wife, and

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 10-24-26 (Seal)

Alice Sears,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 7 day of Jan.

1924 at 9:00 o'clock A. M.

Book 424, Page 465

Brady Brown,

Deputy, (Seal)

O. G. Weaver,

County Clerk.