

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. TULSA

221131 C.M.J.

20th

November

A. D., 1922

THIS INSTRUMENT, Made this

day of

between

A. D. Marmaduke

of Tulsa

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

D. Y. Phillips and Ida Phillips (husband &amp; wife)

of the second part.

WITNESSETH, That the said party of the first part in consideration of the sum of

Seven Hundred-fifty #/100

DOLLARS

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

City Lot Seventeen (17) Block One (1) Bell Addition to the city of Tulsa according to the recorded plat thereof.

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$ 76.59 from the  
Account No. 76.59 therefor in payment of mortgage  
on the within mortgage  
this 2 day of Feb 1923  
WATHE L. DICEY County Treasurer  
ag 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

A. D. Marmaduke

grantor ha S executed and delivered one certain promissory note dated Nov. 20, 1922

to said party ies of the second part for \$ 750.00 Seven hundred-fifty Dollars

Note #1

due Mch. 15th, 1923

with interest at the rate of eight per centum per annum, payable at maturity

And the first party Y agree S to keep the buildings insured for \$ 3000.00

In case that the papers for foreclosure are filed, the first party Y agree S to pay a reasonable attorney fee of \$ 75.00

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

IN WITNESS WHEREOF, The said party Y of the first part ha S hereunto set his hand the day and year first above written.

A. D. Marmaduke

WITNESSES:

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 20 day of November, 19 22, personally appeared

A. D. Marmaduke

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that he executed the same as his 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 Dec. 17, 1925. (Seal)

Nola Chapman,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 7 day of Feb., 19 23 at 10:30 clock A. M.

Book 424, Page 82

Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk.