

#231005 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G.W. Phillips and Flora Phillips, husband
and wife, of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Chas. Page,
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Twenty-one (21) and twenty-two (22) Block
 One (1) in the Second Lake Sub-Division,
 according to the recorded plat thereof.

Recorded May 9 1923
 Filed May 21 1923
 May 1923
 a.g.

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 Eight Hundred Seventy and no/100 (\$870.00)

DOLLARS.

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

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

One promissory note for the principal sum of \$870.00, made and signed by the above named mortgagors, due and payable to the above named mortgagee or order. Said note dated the 7th day of May, 1923, and due and payable in installments of \$30.00 per month. The first installment of \$30.00, due and payable on the 7th day of June, 1923, and a like installment due and payable the 7th day of each succeeding month until said sums secured hereby, shall have been fully paid.

Failure to pay any sum when due, principal or interest, shall cause the whole amount hereby secured to be immediately due and payable.

This mortgage is given subject to a first mortgage of record in the sum of \$1700.00 heretofore given to Home Building and Loan Association at Tulsa, Oklahoma.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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, and to insure, and keep insured in favor of second party, buildings on said 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 shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Eighty-seven (\$87.00) DOLLARS, which this mortgage also secures.

Parties 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 7th day of May, 1923.

G.W. Phillips, SEAL

Flora Phillips, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State, on this 7th day of May, 1923, personally appeared G.W. Phillips and Flora Phillips, 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. 3, 1927 (SEAL) Estelle M. Montgomery, Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of May, A. D., 1923.

10:10 o'clock A. M. Book 439, Page 574

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