

of ourselves, heirs & representatives.

In witness we hereby subscribe our names & seals, on this the 7th day of June 1923.

Lucretia Stuck

Julius Stuck

State of Oklahoma }
County of Tulsa } ss. This day appeared before me Lucretia Stuck & her husband Julius Stuck, they having acknowledged to me they executed the above instrument as their free and voluntary act and deed for the uses and purposes therein set forth, This June 7th 1923.

My commission expires 4/5/1926 (SEAL) A. M. Engel, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, June 13, 1923 at 1:00 o'clock P. M. in Book 451, page 470

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

233522 C.J.

I hereby certify that I received \$222 and issued Receipt No. 10106 therefor in payment of mortgage tax on the within mortgage.

Dated this 18 day of June 1923
WAYNE L. DICKEY, County Treasurer

Deputy

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, that A.C. Barr and Emma Barr, his wife, of Tulsa County, in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Warfield Phillips, of Tulsa County, of the State of Oklahoma, party of the second

part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit:

Lots Two (2) and Three (3) in Block Twenty-six (26) in Phillips, Resubdivision of Blocks Twenty-five (25) Twenty-six (26), Twenty-seven (27) and Twenty-Eight (28) of Irving Place Addition to Tulsa, Oklahoma According to the recorded plat thereof.

This mortgage is given as a second mortgage junior to a mortgage for Four Thousand Dollars to Tulsa Building & Loan Association with all the improvements thereon, and appurtenances thereunto belonging, and warrant the title to the same.

PROVIDED ALWAYS, And these presents are upon the express condition that whereas said A. C. Barr and Emma Barr, first parties have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

One note for \$3700 dated June 15, 1923 and due on or before June 1st, 1926, with interest thereon at the rate of eight per cent per annum payable semi-annually according to the terms of six interest coupons attached thereto, with further provision that makers may pay any part of principal at any time before due and that in case of default of any payment when due ten per cent of total amount due shall be added as attorney if collected by an attorney or by suit. Any amount due shall bear ten per cent interest after maturity until paid.

NOW, If the said parties of the first part shall pay or cause to be paid to the said party of the second part his heirs, assigns, the sum of money in above described notes mentioned, 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, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same by law are due and payable, then the whole of said sum or sums, and interest thereon, shall and by these presents become due and payable, and the said part----- of the second part shall be entitled to the possession of said premises.

Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in

Notes - This mortgage ends on page 471