

MORTGAGE RECORD NO. 456

Overbay Bros., Binders

#232195 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Netta Phillips and Harley Phillips, her husband,
 a Tulsa, County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to J. O. Dikis
 of part y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Seven (7) Block One (1) Eastlawn Addition
 to the City of Tulsa, according to the recorded
 plat thereof.

INTERNAL REVENUE
 Canceled

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 Five Hundred and No/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly from date
 according to the terms of one certain promissory note described as follows, to-wit:

One note for five hundred (\$500.00) payable in
 monthly installments of Twenty Five (\$25.00)
 per month.

I hereby certify that I received 2009 and issued
 Decent No. 9836 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 2 day of June, 1923
WAYNE S. BAKER, County Treasurer
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Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 upon 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 mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part y shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part ies of the first part hereby agree, that in the event action is brought to foreclose this mortgage, ies will pay a
 reasonable attorney's fee of One Hundred and no/100 DOLLARS
 which this mortgage also secures.

Part ies 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 29th day of May, 1923.

Netta Phillips SEAL

Harley Phillips SEAL

STATE OF OKLAHOMA, County of Creek, ss:

Before me, June 23, 1923, a Notary Public in and for said County and State on this 1
 day of June, personally appeared Netta Phillips and Harley Phillips,
her husband,

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.

Witness my signature and official seal the day and year last above written.

My commission expires Sept 16, 1926 (SEAL) G.N. Hackett Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of June A. D., 1923
 at 9:50 o'clock A. M. Book 439, Page 35
 By Brady Brown Deputy (SEAL) O.G. Weaver County Clerk