

237855 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Daniel H. Phillips of Port Allegany, Pa. and Margaret P. Kohn and Charles T. Kohn of Tulsa, Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Eva L. Young part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots one and two Block three, Elm Park Addition to the City of Tulsa, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$40 and issued Receipt No. 11090 therefor in payment of mortgage tax on the within mortgage.

Dated this 14 day of July, 1923.  
W. H. Stacker County Treasurer

R. M. B. Deputy

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 two Thousand and No/100 DOLLARS, with interest thereon at the rate of 10 per cent, per annum, payable semi annually from - according to the terms of one certain promissory note described as follows, to-wit:

Dated July 14, 1923 due one year from date.

#1.  
STATE OF OKLAHOMA, )  
County of Tulsa. ) ss.

Before me, the undersigned a Notary Public in and for the said County and State, on this 14th day of July, 1923, personally appeared Margaret P. Kohn, to me known to be the identical person who executed the within and foregoing instrument as attorney in fact of Daniel H. Phillips, Port Allegany, Penna., and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of Daniel H. Phillips, for the uses and purposes therein set forth.

(Seal)

My commission expires January 16, 1927. May Speight, Notary Public.

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 upon the premises, and to insure, and keep insured in the sum of \$18,000.00 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 the second party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part 1923 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 Two Hundred and No/100 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 14th day of July, 1923.

Daniel H. Phillips by Margaret P. Kohn  
Margaret P. Kohn Attorney-in-fact SEAL  
Charles T. Kohn SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -, a Notary Public in and for said County and State on this 14th day of July, 1923, personally appeared Margaret P. Kohn and Charles T. Kohn, her husband to me known to be the identical persons 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 January 16, 1927. (Seal) May Speight, Notary Public

I hereby certify that this instrument was filed for record in my office on 15 day of August, A. D., 1923 at 10:15 o'clock A. M. Book 439, Page 445  
By Brady Brown, Deputy. (Seal) O. G. Waver, County Clerk