

#232360 NS

Overbay Bros. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R.C. Phillips and J.L. Phillips, his wife, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Max Halff of Tulsa County, Oklahoma, part y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot number Four (4) in Block Number One (1) in Hillcrest Ridge Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

This mortgage subject to a first mortgage of \$3150.00 also in favor of Max Halff.

This mortgage shall not be transferable and in the event of a sale of the above property to become due and payable at once.

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 (\$500.00) No 100 DOLLARS, with interest thereon at the rate of Nine per cent, per annum, payable Semi- annually from date according to the terms of One certain promissory note described as follows, to-wit:

\$500.00

Tulsa, Oklahoma,  
June 4, 1923.

One note dated June 4, 1923, executed by R.C. Phillips and J.L. Phillips, his wife, to Max Halff, in the sum of \$500.00 due three years after date with interest at the rate of 9% per annum, payable semi-annually from date according to the terms of said note.

Signed. R.C. Phillips,  
J.L. Phillips.

RECEIVED  
I hereby certify that I received \$ 30 and issue receipt No 9866 therefor in payment of mortgage  
on the within mortgage  
Dated this 4 day of June 1923  
WAYNE I. DEXTER, County Treasurer  
R. J. Deputy

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 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 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 \$15.00 and 10% of principal sum. 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 4th day of June, 1923.

R.C. Phillips, SEAL  
J.L. Phillips, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 4th day of June, 1923, personally appeared R.C. Phillips and J. L. Phillips, his wife,

XXX  
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 May 3, 1924. (SEAL) J.R. Clark, Notary Public

I hereby certify that this instrument was filed for record in my office on 4 day of June, A. D., 1923 at 2:20 o'clock P. M. Book 439, Page 49  
By Brady Brown Deputy. (SEAL) O.G. Weaver, County Clerk