

258636 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. Rich and his wife Jessie Rich  
 a \_\_\_\_\_ of Broken Arrow, Tulsa County, Oklahoma, part 1st of the first part, ha- ve  
 mortgaged and hereby mortgage to E. L. Phillips  
 of \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots Thirty (30) ThirtyOne, (31) Thirty Two (32) and Thirty Three  
 (33) in Block Seven (7) in the Homestead Addition to the city  
 of Broken Arrow, Oklahoma.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 66 and issued  
 Receipt No. 11252 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 25 day of Aug 1923  
W. W. Stockey, County Treasurer

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 \_\_\_\_\_

Three Hundred and Fifty

DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable \_\_\_\_\_ annually from \_\_\_\_\_ date  
 according to the terms of \_\_\_\_\_ certain promissory note \_\_\_\_\_ described as follows, to-wit:

\$350.

Broken Arrow, Okla. Aug. 23rd, 1923.

One year after date for value received, I we or either of us jointly and severally  
 waiving grace and protest, promise to pay to the order of E. L. Phillips at the Broken  
 Arrow, Okla. Three Hundred and Fifty Dollars with interest from date at the rate of 10  
 percent per annum, payable annually until paid. The interest, if not paid annually to  
 become as principal and bear the same rate of interest; and in case this note is placed  
 in the hand of an attorney for collection we agree to pay ten percent additional for the  
 collection of the same. The endorsors, guarantors and assignees, severally waive present-  
 ment for payment protest and notice of protest thereof, for non-payment of this note,  
 and consent that time of payment may be extended without notice.

Copy of note.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st hereby  
 covenant g and agree s 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 party shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part 1st of the first part hereby agree \_\_\_\_\_, that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ will pay a  
 reasonable attorney's fee of \$35, \_\_\_\_\_ DOLLARS  
 which this mortgage also secures.

Part 1st 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 23rd day of Aug, 19 23

E. Rich

SEAL

Jessie Rich

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 23rd  
 day of Aug, 19 23, personally appeared \_\_\_\_\_

E. Rich

and \_\_\_\_\_ and his wife Jessie Rich

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 June 20th, 1926. (Seal) M. C. Williams, Notary Public

I hereby certify that this instrument was filed for record in my office on 24 day of August, A. D., 19 23  
 at 9:00 o'clock A. M. Book 439, Page 501.

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