

MORTGAGE RECORD NO. 465

#243105 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. A. Phillips, a widower and T. V. Phillips,
a single man, of Tulsa, Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to D. O. J. Spratt;
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot twelve (12) in Block Fifteen (15) in the
 Cherokee Heights Addition to the City of Tulsa,
 according to the recorded plat thereof.

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 Twenty five Hundred (\$2500.00) -----
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date
 according to the terms of TWO certain promissory notes S described as follows, to-wit:

One note for the principal sum of \$1050.00 payable in
 consecutive order from one (1) to Thirty five (35) months
 after date; payable \$30 on the 24th day of each month;
 commencing the 24th day of November 1923.

One note for the principal sum of \$1450.00 payable in
 consecutive order from 36 months after date until paid;
 said payments to be \$35 and interest; interest payable
 semi-annually.

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 on 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 second part Y shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said parties 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 One hundred (\$100.00) ----- DOLLARS,
 which this mortgage also secures.

Part ies of the first part, for said consideration, do ----- hereby expressly waive appraisement of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 24th day of October, 1923.

T. V. Phillips SEAL

J. A. Phillips, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 24th
 day of October, 1923, personally appeared J. A. Phillips, and T. V. Phillips,

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 Dec. 2, 1925. (SEAL) Arthur Ries, Notary Public

I hereby certify that this instrument was filed for record in my office on 26 day of Oct., A. D. 1923
 at 2; o'clock P. M.

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