

TREASURER'S ENDORSEMENT

243069
I hereby certify that I received \$22⁰⁰ and issued Receipt No. 2188 therefor in payment of mortgage tax on the within mortgage.

Dated this 26 day of Oct. 1923

W. W. Stuckey, County Treasurer

Deputy

REAL ESTATE MORTGAGE

COMPARED

THIS INDENTURE, Made this 9th day of October A. D 1923, by and between Leigh Stephens and wife, Okla Stephens of Tulsa County, State of Oklahoma, of the first part, and Harold S. Philbrick of the second part

WITNESSETH: That the said parties of the first part, in consideration of the sum of Three Thousand Four Hundred Seventy-five and No/100 DOLLARS, to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto said party of the second part his heirs and assigns, forever, all the following described real estate, situated in the County of Tulsa State of Oklahoma, to-wit:

All of the North Forty-two (N.42') feet of Lot Two (2) in

Block One Hundred Eighty-four (184) of Original Townsite Addition to the

city of Tulsa, Oklahoma, according to the recorded plat thereof,

with the appurtenances and all the estate, title and interest of the said parties of the first part herein. And the said party of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except first mortgage in the sum of \$11,000 in favor of the Farm and Home Savings and Loan Association.

This grant is intended as a mortgage to secure the payment of the sum of Three Thousand Four Hundred Seventy-five and No/100 DOLLARS, according to the terms of 46 certain promissory notes this day executed and delivered by the said parties of the first part to the said party of the second part, described as follows, to-wit:

45 notes for the sum of \$75 on principal and one note Number 53 for the sum of \$100 on principal, said notes being dated February 14, 1923, and bearing interest at the rate of 8 % per annum computed and payable monthly on whole sum unpaid each month. Said interest is included in the face of each note.

Said 45 notes are numbered 8 to 52, inc. The first note No. 8 falls due on Oct. 15, 1923 and one note on the 15th day of each and every month thereafter until all of said notes are paid.

Said parties of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they become due, and shall keep the buildings on said premises insured to the satisfaction of the holder hereof in the sum of \$15,000 and the policy, in case of loss, payable to the said holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance effected by the holder

hereof, and the amounts so paid shall be a lien on the premises aforesaid and be secured by this mortgage and be collected in the same manner as the principal debt hereby secured. If said principal debt shall not be paid when due, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same become due, or should said mortgagors commit waste on said described premises, then the said notes and all sums by this mortgage secured shall immediately become due and payable without notice, and the holder hereof may at once cause this mortgage to be foreclosed and shall be entitled to recover attorney's fees in the sum of ten per cent of the amount hereby secured, in no event being less than Fifty Dollars, the sum to be adjudged a lien upon said lands and secured by this mortgage; and shall be entitled upon the breach of any of the conditions herein to the immediate possession of said premises and to the rents and profits thereof, and, the said mortgagors hereby covenant