

252091 C. J.

MORTGAGE OF REAL ESTATE

CONTAINED

TREASURER'S EXAMINATION
I hereby certify that I received \$40.00 and have
Record No. 13892 herefor in payment of mortgage
made in the year 1924

Filed the 27 day of Feb. 1924

W. W. [illegible]

8. B.
[illegible]

THIS INDENTURE, Made this 21st day of Feb A. D. 1924
between T. R. Phillips and Ida Phillips his wife
of Tulsa County, in the State of Oklahoma of the
first part, and R. G. Greenwood of Skiatook, Okla.,
of the second part:

WITNESSETH, That said part---- of the first part, in consideration of the sum of
Two Thousand Dollars, the receipt of which is hereby acknowledged, do by these presents
grant, bargain, sell and convey unto said party of the second part his heirs and assigns, all
the following described real estate, situated in Tulsa County and State of Oklahoma, to-wit:

Lots 13-14-15-16 in Block 37 original town of Skiatook, Oklahoma

To have and to Hold the same, together with all and singular the tenements, heredita-
ments and appurtenances thereunto belonging, or in any wise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of one promissory
note of even date herewith; one for \$2000.00 due Feb 1, 1925 made to R. J. Greenwood or
order, payable at ---- with eight per cent interest per annum due payable annually and
signed by -----

Said first parties hereby covenant that they are owner in fee simple of said premises
and that they are free and clear of all incumbrances -----

That they have good right and authority to convey and encumber the same and he will warrant
and defend the same against the lawful claims of all persons whomsoever. Said first part---
agree -- to insure the buildings on said premises in the sum of \$----- for the benefit of
the mortgagee and maintain such insurance during the existence of this mortgage. Said first
part----- agree--- to pay all taxes and assessments lawfully assessed on said premises before
delinquent.

Said first part----- further expressly agree that in case of foreclosure of this
mortgage, and as often as any proceedings shall be taken to foreclose same as herein provi-
ded, the mortgagor will pay to the said Plaintiff \$10 and 10% as attorney's or solicitor's
fees therefor, in addition to all other statutory fees, said fee to be due and payable
upon the filing of the petition for foreclosure, and the same shall be a further charge and
lien upon said premises described in this mortgage, and the amount thereon shall be recovered
in said foreclosure suit and included in any judgment or decree rendered in action as afore-
said, and collected, and the lien thereof enforced in the same manner as the principal debt
hereby secured.

The mortgagors, for themselves, their heirs, administrators, executors, successors
or assigns hereby consent that any action to foreclose this mortgage may be brought in the
county in which the land described is situated, and hereby waive any objection to such venue
of such action.

Now if said first parties shall pay or cause to be paid to said second party his heirs
or assigns said sum of money in the above described note mentioned, together with the inter-
est thereon according to the terms and tenor of said note and shall make and maintain such
insurance and pay such taxes and assessments, then these presents shall be wholly discharged
and void; otherwise shall remain in full force and effect. If such insurance is not effected
and maintained, or if any and all taxes and assessments which are or may be levied and asses-
sed lawfully against said premises, or any part thereof, are not paid before delinquent,
then the mortgagee may effect such insurance or pay such taxes and assessments and shall be
allowed interest thereon at the rate of ----- per cent per annum until paid and this mortgage
shall stand as security for all such payments; and if said sum or sums of money or any part