

and year last above written.

My commission expires Jan. 24, 1930

(SEAL)

D. Perley Green, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Jul 11, 1924 at 2:55 o'clock P. M. in Book 492, page 159

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

262613 C.J.

MORTGAGE

TRUSTEES' ENDORSEMENT

I have read the foregoing and have approved it and have signed my name and the date of payment of principal and interest.

Witness my hand and seal this 12th day of July 1924

W. W. Smiley, County Treasurer

Deputy

THIS INDENTURE, Made this 7th day of July A. D. 1924

between Spencer O. Phillips, and Gertrude Phillips,

hiswife of Tulsa County, Oklahoma, parties of the

first part, and FINERTY INVESTMENT COMPANY, a corporation

organized under the laws of Oklahoma, of Oklahoma City,

Oklahoma, party of the second part.

WITNESSETH, That the said parties of the firstpart, in consideration of the sum of Seventeen Hundred Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, the following described Real Estate, situated in Tulsa County, Oklahoma, to-wit: The North Half (N $\frac{1}{2}$ ) of North West Quarter (NW $\frac{1}{4}$ ) of South West Quarter (SW $\frac{1}{4}$ ); and the South East quarter (SE $\frac{1}{4}$ ) of North West Quarter (NW $\frac{1}{4}$ ) of South West Quarter (SW $\frac{1}{4}$ ); and the South Half (S $\frac{1}{2}$ ) of North East Quarter (NE $\frac{1}{4}$ ) of South West Quarter (SW $\frac{1}{4}$ ); and the North West Quarter (NW $\frac{1}{4}$ ) of North East Quarter (NE $\frac{1}{4}$ ) of South West Quarter (SW $\frac{1}{4}$ ) and the Northeast Ten and Eighteen Hundredths (10.18) Acres of Lot Four (4), All in Section One (1), Township Twenty-One (21) North, Range Twelve (12) East of the Indian Meridian, containing 70.18 acres, more or less, according to Government survey; together with all and singular, the tenements, hereditaments, and appurtenances thereunto belonging, and all the rights of homestead. TO HAVE AND TO HOLD, the said premises to the proper use and benefit of the said party of the second part, its successors and assigns forever. And I hereby covenant with the said Finerty Investment Company, that I hold said premises by good and perfect title; that I have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever. And I covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever. PROVIDED ALWAYS, And these presents are upon the express condition: That if the said parties their, heirs, executors, administrators or assigns, shall pay to the said FINERTY INVESTMENT COMPANY, its successors or assigns, the principal sum of Seventeen Hundred Dollars on the first day of December Nineteen Hundred and Thirty, with interest on the said principal sum at the rate of six per centum, per annum, payable annually, on the <sup>first</sup> day of December Nineteen Hundred and Twenty-four, and ----- annually thereafter, both principal and interest payable at the office of FINERTY INVESTMENT COMPANY, in Oklahoma City, Oklahoma, according to the terms of one certain promissory note or bond, of even date herewith, with coupons for interest attached thereto and also pay all taxes, and other assessments on said premises, during the continuance of this mortgage, before any of said taxes shall become delinquent, and shall pay said interest coupons as the same mature, and keep the buildings, fences, and other improvements on said premises in as good condition as at this date, and shall keep the said buildings insured in the sum of \$-----, for the use and benefit of the party of the second part, and its assigns, until said principal sum and interest are fully paid; then, and in that case only, these presents shall be void, otherwise to remain in full force and effect; PROVIDED ALSO, That on default in payment of any part of said principal, or interest, or taxes, as the same shall become due, or upon failure of said parties of the first part to keep the buildings, fences and improvements on said premises in good repair, or to