

in and to the above described premises.

Signed this 7th day of August , A. D. , 1924.

M. C. Phillips

Ruth Phillips

STATE OF Oklahoma

SS

COUNTY OF TULSA

Before me J. T. Chamblee a Notary In and for said County and State, on this 7th day of Aug 1924 personally appeared M. C. Phillips and Ruth Phillips to me known to be the identical person 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 use and purpose therein set forth..

Witness my hand and official seal the day and year above set forth.

My Comm. expires July 24, 1926

(SEAL)

J. T. Chamblee, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Aug 14, 1924 at 1:10 o'clock P.. M. in Book 494, page 90

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

265197 C.J.

MORTGAGE

THIS INDENTURE, made this 7th day of Aug A. D. 1924 between H. M. Crouse and Tracie Crouse ( his wife) of the first part, and M. C. Phillips of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Six Hundred twenty five DOLLARS the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all of the following described REAL ESTATE situated in Tulsa County, and State of Oklahoma, to-wit:

Lot Seventeen (17) Block Forty One (41), West Tulsa Addition to the City of Tulsa, Okla. as per the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said H. M. Crouse and ----- have this day executed and delivered a certain promissory note in writing to said party of the second part, for the total sum of Six Hundred twenty five dollars- Said note being dated at West Tulsa, Okla. on Aug 7th 1924,

Said note is signed by H. M. Crouse and Said note is payable to M. C. Phillips, at the West Tulsa State Bank, West Tulsa, Okla. Said Note is payable in installment of \$25.00 each beginning Aug 26th 1924, Said note draws interest at the rate of 8 per cent. payable semi annually, beginning May 26th, 1924, Said note carries an attorneys fee clause of 10% and the first parties agree to keep the buildings insured for \$800- , and the mortgagor agree to pay 10% of note attorney's fees on foreclosure.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum or sums and in-