

270271 C.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$12.25 and issued
 Receipt No. 17092 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 24 day of Oct 1924

W. W. Stuckey, County Treasurer

Deputy

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That M. C. Phillips
 and Ruth Phillips (his wife), of Tulsa County, Okla-
 homa, parties of the first part, have mortgaged and
 hereby mortgage to the West Tulsa State Bank party
 of the second part, the following described premises,

situated in Tulsa County, State of Oklahoma to-wit:

Lots seven (7) and Eight (8) in Block Twenty nine (29) West Tulsa,
 now an addition to the City of Tulsa, Okla. as per the recorded plat thereof,
 with all improvements thereon and appurtenances thereunto belonging, and warrant the title to
 the same.

This mortgage is given to secure the payment of the principal sum of \$600.00 Six
 Hundred Dollars, with interest thereon at the rate of 10 per cent per annum, payable annually
 from date, according to the terms and at the time and in the manner provided by one certain
 promissory note of even date herewith, given and signed by the makers hereof, and payable to
 the order of the mortgagee herein at The West Tulsa State Bank, West Tulsa, Okla. on or
 before six months after date.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto, that
 this Mortgage is a first lien upon said premises; that the party of the first part will pay
 said principal and interest at times when the same fall due and at the place and in the manner
 provided in said notes and will pay all taxes and assessments against said land when the same
 are due each year, and will not commit or permit any waste upon said premises; that the build-
 ings and other improvements thereon shall be kept in good repair and shall not be destroyed
 or removed without the consent of the second party, and shall be kept insured for the benefit
 of the second party or its assigns, against loss by fire or lightning for not less than \$600.00
 in form and companies satisfactory to said second party, and that all policies and renewal
 receipts shall be delivered to said second party. If the title to the said premises be trans-
 ferred, said second party is authorized, as agent of the first party, to assign the insurance
 to the grantee of the title.

IT IS FURTHER AGREED AND UNDERSTOOD that the said second party may pay any taxes and
 assessments levied against said premises or any other sum necessary to protect the rights of
 such party or assigns, including insurance upon buildings, and recover the same from the first
 party with ten per cent interest, and that every such payment is secured hereby, and that in
 case of a foreclosure hereof and as often as any foreclosure suit may be filed, the holder here-
 of shall recover from the first party an attorney fee of \$25.00 and ten per cent upon the amount
 due, or such different sum as may be provided for by said notes, which shall be due upon the
 filing of the petition in foreclosure and which is secured hereby, together with expense of
 examination of title in preparation for foreclosure. Any expense incurred in litigation or
 otherwise, including attorney fees and abstract of title to said premises, incurred by reason
 of this mortgage or to protect its liens, shall be repaid by the mortgagor to the mortgagee
 or assigns, with interest thereon at ten per cent per annum, and this mortgage shall stand
 as security therefor.

AND IT IS FURTHER AGREED that upon a breach of the warranty herein or upon a failure
 to pay when due any sum, interest or principal, secured hereby, or any tax or assessment here-
 in mentioned, or to comply with any requirements herein or upon any waste upon said premises,
 or any removal or destruction of any building or other improvements thereon, without the con-
 sent of the said second party, the whole sum secured hereby shall at once and without notice
 become due and payable at the option of the holder thereof and shall bear interest thereafter

COMPARED BY
 P.S. and J.M.