

214937 C.L.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That D. W. Swisher and wife, Naomi M. Swisher

a _____ of Tulsa County, Oklahoma, part ies of the first part, ha ve
mortgaged and hereby mortgage to Robt. E. Adams and W. Frank Walker

of _____ part ies of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of the South Forty feet (S.40') of Lot Twenty-two (22) in
Block Two (2) of Weaver Addition to the city of Tulsa, Oklahoma,
according to the recorded plat thereof.

This mortgage is subject and inferior to a first mortgage and in
favor of the Home Building and Loan Association of Tulsa,
Oklahoma, in the sum of \$4,000.00.

In case all payments have been paid promptly on this mortgage and
the first mortgage above mentioned at the time the note for the sum
of \$2016.28 matures on December 1, 1925 then the parties of the second
part agree to extend balance then due until fully paid out on the
same monthly payment basis.

TRUSTEES' ENDORSEMENT

I hereby certify that I received \$ 180 and issued
Receipt No. 6383 therefor in payment of mortgage

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same, tax on the within mortgage.

Dated this 27 day of Nov 1922

WAYNE L. DICKEY, County Treasurer

This mortgage is given to secure the principal sum of

Three Thousand and 46/100.

with interest thereon at the rate of eight per cent, per annum, payable as stated annually from date

according to the terms of 37 certain promissory note, S described as follows, to-wit:

Thirty-five notes this date executed and delivered each for the
sum of \$42.80, the first of which matures on the 1st day of
January 1923 and one note on the first day of each and every
month thereafter until all of such notes are paid and one note
for the sum of \$2,016.28 due December 1, 1925. All of said notes
bear interest at the rate of 8% per annum computed and payable
monthly on whole sum unpaid each month, such monthly interest
being included in the face of each note.

Also one note this date executed and delivered for the sum of
\$84.75 due on or before ninety days from date with interest at the
rate of 8% per annum from date payable at maturity.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby
covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair
and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage
or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal
sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part ies shall be entitled to the immediate possession of
the premises and all rents and profits thereof.

Said part ies of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a
reasonable attorney's fee of \$50 and 10% of the amount recovered. ---DOLLARS---
which this mortgage also secures.

Part ies of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of the
homestead, exemption and stay laws in Oklahoma.

Dated this 24th day of November, 1922.

D. W. Swisher SEAL

Naomi M. Swisher SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 24th
day of November, 1922, personally appeared _____

D. W. Swisher

and Naomi M. Swisher, his wife.

to me known to be the identical person S 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 uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires August 21, 1924. (Seal) C. F. Hart, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of Nov. A. D., 1922
at 4:40 o'clock P.M. Book 402, Page 13.

By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.