

The News-Democrat Print & Audit Co., Shawnee, Okla.

215108 C.L.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. M. Swanner and Martha Ellen Swanner, his wife

of Tulsa County, Oklahoma, part 1es of the first part, have mortgaged and hereby mortgage to Perry Collins

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

Lot Nineteen (19) Block Twenty two (22) College Addition to the City of Tulsa, Tulsa Co. Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$120 and issued 6434 therefor in payment of mortgage within mortgage.

Dated this 22 day of Nov. 1922

WAYNE L. DICKLEY, County Treasurer

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of

Two Thousand & No/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from Nov. 28, 1922.

according to the terms of 37 certain promissory note 8 described as follows, to-wit:

Dated Nov. 28, 1922 with interest at 8% payable monthly 36 notes of \$25.00 each first one due January 1, 1923 & one each month thereafter respectively and one note of \$1100.00 due January 1, 1926.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 parties shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties 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 \$10.00 & 10% of amount remaining unpaid DOLLARS, which this mortgage also secures.

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

Dated this 28th day of November, 1922.

J. M. Swanner

SEAL

Martha Ellen Swanner

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 29th day of November, 1922, personally appeared

J. M. Swanner

Martha Ellen Swanner

and to me known to be the identical persons 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 March 10, 1926. (Seal)

Joe Ann McDaniel,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 29 day of Nov. A. D. 1922

at 3:20 o'clock P. M. Book 402, Page 38

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