

# 221513 N S.

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

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Noah Swain and his wife, Iva Dell Swain  
 of Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Frank Claypool  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Eleven (11) in Claypool  
 Sub-Division according to the  
 recorded plat thereof.

I hereby certify that I received \$ 200 and issued  
 Receipt No. 7704 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 12 day of Feb, 1923  
 WAYNE L. DICKLEY, County Treasurer

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

Deputy

This mortgage is given to secure the principal sum of

Two Thousand and no/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable annually from Date

according to the terms of 10 certain promissory note S described as follows, to-wit:

One note Dated Feb. 6th, 1923, for \$200.00 and due Twelve months from date and  
 nine other notes dated Feb. 6th, 1923, for \$200.00 each, one of which becomes due  
 the first of each year thereafter until the sum of \$2000.00 is paid, above described  
 notes are to draw 8% interest from date, until paid. It is further understood by  
 both parties hereto that party of the first shall have the privilege of paying  
 all or any multiple of the above at any interest paying date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby  
 covenant S and agree S 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, Two Hundred will pay a  
 reasonable attorney's fee of Two Hundred DOLLARS,  
 which this mortgage also secures.

Part Y 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 6th day of February, 1923

Noah Swain SEAL

Iva Dell Swain SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State, on this 10th  
 day of Feb., 1923, personally appeared Noah Swain and Iva Dell Swain  
his wife.

XXXX  
 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 Mar. 29 1925. (SEAL) D.C. Tillery Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of Feb., A. D., 1923

at 11:40 o'clock A. M. Book 402, Page 475

By Brady Brown, Deputy, (SEAL) O.G. Weaver, County Clerk.