

BLACK PRINTING CO., TULSA

FROM COMPARED TO	STATE OF OKLAHOMA, Tulsa County, ss. This instrument was filed for record on the <u>12</u> day of <u>Dec.</u> 192 <u>2</u> at <u>4:05</u> o'clock <u>P.</u> M. and duly recorded in Book <u>408</u> on page <u>108</u> Fees \$ <u> </u> O. D. Lawson, (Seal) County Clerk. By, <u>F. Delman</u> , Deputy.
----------------------------	--

THIS INDENTURE, Made this 12th day of December A. D. 1922, between E. C. Swoveland and Isa R. Swoveland, his wife, of Tulsa, Tulsa County, in the State of Oklahoma, as part 108 of the first part, and of Mona E. Essig, Tulsa, Oklahoma, part 118 of the second part:

WITNESSETH, That said part 108 of the first part, in consideration of the sum of Sixteen hundred eight and 33/100 Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 108 of the second part their heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Lot fourteen (14) in Block number Five (5) in the Amended College View Addition to the city of Tulsa, Oklahoma to the City of Tulsa, Oklahoma, according to 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.

This conveyance is intended as a mortgage to secure the payment of thirty-two promissory notes S of even date herewith. One for \$50.00 due January 12th, 1923 followed by 50 notes of \$50.00 each, 1922 one falling due the 12 day of each month thereafter and one note in the sum of \$58.33 falling due the 12 day of August 1925, making a total amount due of \$1608.33.

made to Mona E. Essig, Tulsa, Oklahoma
 or order, payable at Tulsa, Oklahoma
 with eight per cent interest per annum, payable semi-annually and signed by E. C. Swoveland and Isa R. Swoveland
 Said first part 108 hereby covenant that they are the owner S in fee simple of said premises and that they are free and clear of all incumbrances.

That they have good right and authority to convey and encumber the same, and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 108 agree to insure the buildings on said premises in the sum of \$ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 108 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee Two hundred Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if said first part 108 shall pay or cause to be paid to said second part 108 heirs or assigns said sum of money in the above described note S mentioned, together with the interest thereon according to the terms and tenor of said note S and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee S may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said note S and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first part 108 waive notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisal laws. IN WITNESS WHEREOF, said part 108 of the first part ha. V.B. hereunto set their hands S the day and year first above written.

E. C. Swoveland
Isa R. Swoveland

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

That of in consideration of the sum of Dollars, the receipt whereof is hereby acknowledged, do hereby sell, transfer, set out and convey and assign, the within mortgage deed, the real estate conveyed and the promissory note thereon, to me known to be the identical person S who executed the above covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee ha. hereunto set hand day of 1922.

WE, the undersigned, County Clerk of Tulsa County, Oklahoma, do hereby certify that I received \$ 96 DOLLARS, Receipt No. 6764 from and have thereon paid the tax on the within mortgage. Dated this 12 day of December 1922.
WAYNE L. DICKEY, County Treasurer
 Deputy

STATE OF OKLAHOMA, Tulsa County, ss.
 Before me, F. L. Long, a Notary Public in and for said County and State on this 12th day of December, 1922, personally appeared E. C. Swoveland and Isa R. Swoveland, his wife, to me known to be the identical person S who executed the above 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 official hand and seal the day and year above set forth.
 My commission expires September 6th, 1923 (Seal) F. L. Long,
 Notary Public.