

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

451

Black Printing Co. Tulsa

247657 C.M.J.

THIS INDENTURE, Made this 26th day of December, A. D., 1923, between

A. K. Swann and Leola E. Swann, his wife,

of Tulsa

County, in the State of Oklahoma, of the first part, and

The Exchange National Bank of Tulsa, Oklahoma,

of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of

Five Thousand

DOLLARS

Successors

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part, its heirs and

assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot Three (3) in Block Eleven (11) of Sunset Park Addition to the city of Tulsa, Tulsa County, Oklahoma, as shown by the official map and plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,000 and issued Receipt No. 13090 therefor in payment of mortgage on the within mortgage.

Dated this 27 day of Dec 1923

W. W. Stuckey, County Treasurer

Deputy

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said

A. K. Swann

grantor has executed and delivered his certain promissory note dated Dec. 26, 1923

to said part 2nd of the second part for \$5,000.00

due ninety days after date

with interest at the rate of 8 per centum per annum, payable annually.

And the first part 1st agree to keep the buildings insured for \$8,000.00 or more

In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$10.00 and ten per cent of the amount due

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, its successors or assigns, said sum of money in the above described note, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof or any interest thereon, is not paid when the same is due, or if the taxes or assessments levied against said premises or any part thereof, or the taxes assessed against the said second party or any assignee of said note or the debt secured thereby, or, if the insurance is not paid, the second party may pay the same, and the amount so paid shall become a part of this indebtedness and the whole of said sum or sums and interest thereon, shall, and by these presents does become due and payable, and shall bear 10 per centum interest per annum, and said part 2nd of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part 2nd, its successors

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand the day and year first above written.

A. K. Swann

WITNESSES:

Leola E. Swann

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 26th day of December 1923 personally appeared

A. K. Swann and Leola E. Swann, his wife,

and

to me known to be the identical person 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.

Given under my hand and seal the day and year last above written.

My Commission expires July 24, 1927. (Seal)

K. G. Manning,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 27 day of Dec 1923, at 1:20 o'clock P. M.

Book 424, Page 451

Brady Brown, Deputy.

(Seal)

O. G. Weaver,

County Clerk