

REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO., TULSA

248923 C.M.J.
 THIS INDENTURE, Made this 12th day of January, A.D., 1924, between
Walter F. Swartz and May Swartz, his wife,
 of Tulsa County, in the State of Oklahoma, of the first part, and
Loren Conaway of the second part.
 WITNESSETH, That the said part 1st of the first part in consideration of the sum of
Two Thousand Seven Hundred Fifty-seven and 92/100 DOLLARS
 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2d of the second part his heirs and
 assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

The north forty-eight feet (N.48 ft.) of the south ninety (90) feet
 of Lot One (1) and Two (2) in Block Eight (8) in Lynch & Forsythe
 Addition to the city of Tulsa, Oklahoma.

Subject, however, and this mortgage is given subject and secondary
 to a certain first mortgage thereon made by said Walter Swartz *and May Swartz*
 his wife to Harry Ross, and covering the above described property,
 the same being security for a note in the sum of \$- -

TREASURER'S ENDORSEMENT

I hereby certify that the sum of \$ 56 and issued
 for the purpose of 133/8 of mortgage
 Date 15 Jan, 1924
W. L. Conaway
 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
Walter F. Swartz and May Swartz

grantor S ha VS executed and delivered their one certain promissory note dated January 12th, 19
 to said part 2d of the second part for \$ 2757.92
 due one year 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 \$ a reasonable
 In case that the papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$ 250.00
 Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part, his heirs or as-
 signs, 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 2d of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said con-
 sideration do hereby waive or not waive appraisalment, at the option of said second part 2d heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha VS hereunto set their hand the day and year first above written.
 WITNESSES:
E. E. Harvey Walter F. Swartz
Ira D. Pilcher May Swartz

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa
 Before me, the undersigned, a Notary Public, in and for said County and State on this 14th day
 of January 19 24, personally appeared
Walter F. Swartz and May Swartz, 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 Feb. 14, 1925. (Seal) Chas. A. Myers. Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.
 Filed for record this 14 day of Jan. 19 24, at 4:30 o'clock P. M.
 Book 424, Page 472
Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.