

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

583

BLANK PRINTING CO. TULSA
258261 C.M.J.

THIS INDENTURE, Made this 15th day of May A.D. 1924 between

A. K. Swann and Leola E. Swann, his wife
of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and
John Y. Murry of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of
Three Thousand and No/100 DOLLARS

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

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

(This mortgage is subject to a prior mortgage for \$13,000.00 given to Standard Savings & Loan Association)

THE MORTGAGEE'S ENDORSEMENT
I hereby certify that I received \$ 60.00 and issued Receipt No. 14931 for the same in payment of mortgage made this 15th day of May 1924
W. W. [Signature]
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 and Leola E. Swann

grantor, S. ha. ve executed and delivered, one certain promissory note, dated May 15th, 1924 to said part 2nd of the second part for \$ 3000.00 (Three Thousand Dollars)

due ninety days after date

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

And the first part 1st agree to keep the buildings insured for \$ 18,000.00
In case that the papers for foreclosure are filed, the first part 1st agree to pay a reasonable attorney fee of \$ ten per cent

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, his heirs 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 his heirs and assigns.

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

WITNESSES:
A. K. Swann
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 15 day of May 1924 personally appeared

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

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.

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

My Commission expires 3-1-27 (Seal) C. H. Steel, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 15 day of May 1924 at 2:00 o'clock P.M.

Book 424, Page 583 Brady Brown Deputy (Seal) O. C. Weaver County Clerk