

STATE OF KANSAS, }
COUNTY OF WYANDOTTE. } ss.

Before me, R. S. Filkin, a Notary Public in and for said County and State, on this 21 day of June, 1923, personally appeared William H. Wilkins, a single man, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My commission expires Aug. 8-1924. (Seal)

R. S. Filkin, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, June 23, 1923, at 9:00 o'clock A.M. and recorded in Book 435, Page 501.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

233500 C.M.J.

REAL ESTATE MORTGAGE.

(COMPARED)

THIS INSTRUMENT
I hereby certify that it is a true and correct copy of the original
Recorded in Book 435, Page 501
and issued
Receipt No. 10324
on the 24th day of June, 1923
Dated and signed by me
WAYNE L. BERRY, County Treasurer

KNOW ALL MEN BY THESE PRESENTS: That Callie Swinger and B. R. Swinger, her husband of Tulsa County, Oklahoma, parties of the first part, have mortgage and hereby mortgage to

Southwestern Mortgage Company of Roff, Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South Thirty (30) feet of the North Eighty Five (85) feet of Lot Eight (8) in Block Fifteen (15) of North Tulsa, an Addition to the city of Tulsa, Also Lot Seventeen (17) in Block One (1) of the Turley Addition to the City of Tulsa

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

This mortgage is given to secure the principal sum of three Hundred Thirty & No/100 (\$330.00) Dollars, with interest thereon at the rate of 10 per cent per annum, payable annually from date according to the terms of - certain promissory note described as follows, to-wit:

One note for \$330. dated June 16th, 1923, and due in 3 months with interest at 10% per annum, payable annually from date.

Said first parties agree to insure the buildings on said premises for their reasonable value for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties 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 Fifty # 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 the said parties shall pay or cause to be paid to said second part, its heirs or assigns said sum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and