

#228893 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

Callie Swinger and B. R. Swinger, her husband,

a of Tulsa, County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to O. A. Mayo,

of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

West Thirty (30) Feet of Lot Two (2)

Block Seventeen (17) of North Tulsa,

Oklahoma.

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

This mortgage is given to secure the principal sum of Thirteen hundred (1300.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable as/ hereinafter set out date,

according to the terms of our certain promissory note described as follows, to-wit:

Fifty-two (52) notes for Twenty-five (25.00) dollars each, dated April 7th, 1923, bearing interest from date at 8 per cent, per annum until paid, the first note due May 7th, 1923, and one note due each and every month thereafter on the said 7th day, until the complete amount of Thirteen hundred dollars has been paid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of Twenty five dollars and ten per cent DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 7th day of April, 1923.

Callie Swinger SEAL

B. R. Swinger, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 10

day of April, 1923, personally appeared Callie Swinger, and B. R. Swinger,

XXX

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.

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

My commission expires July 18th, 1923. (SEAL) G. J. Patterson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of April, A. D., 1923

at 9; o'clock A. M. Book 439, Page 403

By Brady Brown Deputy. (SEAL) O. G. Weaver, County Clerk.