

COMPARTY
#232335 NS

MORTGAGE RECORD NO. 456

Overbay Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That we, B.R. Swinger and Callie Swinger, his wife,
a _____ of Tulsa, County, Oklahoma, part^{ies} of the first part, have
mortgaged and hereby mortgage to J.D. Reynolds,
of _____ part^y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lots Twenty (20) and Twenty-One (21) in
Block Four (4), Booker Washington Addition
to the City of Tulsa, Oklahoma.

I hereby certify that I have received of the mortgagor the sum of 72 and issue
number 1887 for the purpose of payment of mortgage
on the within mortgage.
Dated this 5 day of June, 1923.
WAYNE J. DICKEY, County Treasurer
P.B.
Deputy

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 Nine Hundred Fifty (\$950.00) -----
----- DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable ----- annually from ----- date -----
according to the terms of our certain promissory note ----- described as follows, to-wit:

#950.00

Tulsa, Oklahoma.
March 29th, 1923.

Four years after date we promise to pay to the order of J.D. Reynolds
the sum of Nine Hundred Fifty Dollars with interest from date at eight
per cent per annum; Interest if not paid when due to become as principal
and bear the same rate of interest. In case the note is placed in the
hands of an attorney we agree to pay in addition the sum of \$25.00 and
ten per cent of the amount due as attorneys fees, to be taxed as costs
and included in the judgment.

B.R. Swinger,
Callie Swinger.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part^{ies} 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 upon 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 mort-
gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part^y shall be entitled to the immediate pos-
session of the premises and all the rents and profits thereof.

Said part^{ies} 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 \$25.00 and Ten per cent of Amount due. ----- DOLLARS
which this mortgage also secures.

Part^{ies} of the first part, for said consideration, do ----- hereby expressly waive appraisement of said real estate and all benefit of
the homestead, exemption and stay laws in Oklahoma.

Dated this 29th day of March, 1923.

B.R. Swinger, ----- SEAL

Callie Swinger, ----- SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 16th
day of April, 1923, personally appeared B.R. Swinger and Callie Swinger,

XXXX

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.

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 4 day of June, A. D., 1923
at 11:35 o'clock A. M., Book 439, Page 46

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