

Overlay Area, Binders

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Belle Swain and John E. Swain, her husband,  
 a Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to W. Warren Farrell  
 of part X of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Nineteen (19) Block Seven (7) Hillcrest  
 Addition to the City of Tulsa, County of Tulsa,  
 State of Oklahoma, according to the recorded plat  
 thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 156 and issued  
 Receipt No. 11488 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 7 day of Sept, 1923  
 W. W. Stuckey, County Treasurer

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 Twenty Five Hundred and Ninety Nine and  
84/100 (\$2599.84) DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable monthly from maturity  
 according to the terms of 36 certain promissory note s described as follows, to-wit:

35 notes in the sum of \$25.08 each and one note in the  
 sum of \$2310.60. All notes are dated Aug. 18th, 1923,  
 and the first becomes due Sept. 18th, 1923, and one on  
 the 18th of each and every month thereafter for a period  
 of 36 months. All notes bear interest from maturity at  
 the rate of 8% per annum computed monthly.

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 upon the premises, and to insure, and keep insured in favor  
 of second party buildings on said 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 party shall be entitled to the immediate pos-  
 session of the premises and all the 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 ten per cent and fifteen DOLLARS  
 which this mortgage also secures.

Parties 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 5th day of September, 1923.

Belle Swain SEAL

John E. Swain SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Sept. 23, a Notary Public in and for said County and State, on this 5th  
 day of Sept., 1923, personally appeared Belle Swain and John E. Swain, her husband,

and they  
 to me known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they  
 the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires Mar. 7, 1925 (SEAL) Hazel Stephens Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of Sept., A. D., 1923  
 at 2 o'clock P. M. Book 430, Page 566

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