

232635 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Vaska McFadden Swain, single  
 a \_\_\_\_\_ of Tulsa, Tulsa County, Oklahoma, part Y of the first part, haS  
 mortgaged and hereby mortgage to Peoria Gardens Company, a corporation,  
 of \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Five (5), in Block Two (2) and the North Half (N $\frac{1}{2}$ )  
 of Lot Six (6), in Block Two (2), Peoria Gardens Addition  
 to the City of Tulsa, Oklahoma, according to the recorded  
 plat thereof, also North 125 feet of Lot Number Four (4)  
 in Block Number Two (2), according to the recorded plat  
 thereof, to the city of Tulsa, Oklahoma, in Peoria Gardens  
 Addition,

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 \_\_\_\_\_  
Four Thousand Nine Hundred Twenty-five & No/100 (\$4,925.00) DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable \_\_\_\_\_ annually from \_\_\_\_\_ date \_\_\_\_\_  
 according to the terms of one certain promissory note \_\_\_\_\_ described as follows, to-wit:

One (1) note dated May 31st, 1923, due 4 months after date, for the  
 principal sum of \$4,925.00, with interest at the rate of eight per  
 cent, signed by Vaska McFadden Swain.

I hereby certify that the foregoing is a true and correct copy of the original  
 Record No. 9922 filed in the office of the County Clerk  
 at Tulsa, Oklahoma, on the 7 day of June, 1923  
WAYNE L. DICKY, County Treasurer  
W. J. Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby  
 covenant S and agree S 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 part Y shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, she \_\_\_\_\_ will pay a  
 reasonable attorney's fee of ten per cent of the principal sum of said note \_\_\_\_\_ DOLLARS  
 which this mortgage also secures.

Part Y of the first part, for said consideration, do es \_\_\_\_\_ hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 31st day of May, 1923

Vaska McFadden Swain

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 1st  
 day of June, 1923, personally appeared \_\_\_\_\_

Vaska McFadden Swain

and \_\_\_\_\_  
 to me known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that she \_\_\_\_\_ executed  
 the same as her \_\_\_\_\_ 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 April 6, 1927. (Seal) Bertha Taylor, Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of June, A. D., 1923  
 at 9:35 o'clock A. M. Book 439, Page 71  
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk