

pointment may be made either before or after the decree of foreclosure, and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisalment of said premises is hereby expressly waived. And all the covenants and agreements herein contained shall run with the land herein conveyed.

This Mortgage and the note and coupons secured thereby, shall in all respects be governed and construed by the laws of the State of Oklahoma.

Dated this 9th day of June 1923

Signed in the presence of

C. D. Coggeshall

COMPARED

Lula M. Swisher

Worden L. Swisher

STATE OF OKLAHOMA, TULSA COUNTY, SS.

Before me, C. D. Coggeshall a Notary Public, in and for said county and state, on this 9th day of June, 1923, personally appeared Lula M. Swisher and husband, Worden L. Swisher to me known to be the identical persons 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 set forth.

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

My commission expires May 7, 1927 (SEAL) C. D. Coggeshall, Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, June 25, 1923 at 2:30 o'clock P.M. and recorded in Book 457 Page 438

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

234133-ACM COMPARED OKLAHOMA FIRST MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Lula M. Swisher and husband, Worden L. Swisher of Tulsa, County, State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to W.W. Hamilton party of the second part, the following described real

estate and premises, situated in Tulsa County, State of Oklahoma, to-wit:

East Fifty (50) feet of Lot Six (6), Block Five (5) in

Pleasant View Addition to the City of Tulsa,

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

This mortgage is given to secure the principal sum of ONE THOUSAND Dollars, due and payable on the 9th day of June, 1926, with interest thereon at the rate of -8- per cent, per annum, payable semi-annually from date, according to the terms and at the time and in the manner provided by One certain promissory note of even date herewith, given and signed by the makers hereof and payable to the order of the mortgagee herein, and being for the principal sum of ONE THOUSAND Dollars, with Six coupon notes attached, evidencing said interest, one coupon being for Forty Dollars, and Five coupons being for Fourty Dollars, each.

All sums secured by this mortgage shall be paid at the office of C. D. COGGESHALL & CO., in Tulsa, Oklahoma, unless otherwise specified in the note and coupons.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto, that this Mortgage is a first lien upon said premises; that the party of the first part will pay said principal and interest at the times when the same fall due, and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of the second party, and shall be kept insured for the benefit

RECEIVED AND INDEXED  
I hereby certify that the within and foregoing instrument was duly executed and acknowledged before me on the 9th day of June, 1923, at Tulsa, Oklahoma, in the presence of the undersigned, and I have recorded the same in Book 457 Page 438 of the records of Tulsa County, Oklahoma.  
Dated this 26th day of June, 1923  
WAYNE L. DICKEY, County Treasurer  
QBB Deputy