

474

Filed for record in Tulsa County, Okla. on Nov. 6, 1923, at 9:45 A.M. recorded in book 474, page 473. Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

243885 - BH

OKLAHOMA  
REAL ESTATE MORTGAGE.

----- TREASURER'S ENDORSEMENT -----  
I hereby certify that I received \$ 80 and issued  
P. O. # 12315 here or in payment of mortgage  
this 6th day of Nov. 1923

Know all men by these presents: That F. M. Olston, a single man, of Tulsa County, in the State of Oklahoma, party of the first part, hereby mortgage to Lellie Lyons, party of the second part; the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Beginning at the northwest corner of lot two (2) in Block one (1) in Swan Park addition to the City of Tulsa, Oklahoma, thence south along the west boundary line of said lot a distance of 59.3 feet, thence in a south easterly direction a distance of 63.8 feet to a point on the east boundary line of said lot 44.2 feet from the northeast corner of said lot; thence north along the east boundary line of said lot, a distance of 44.2 feet, to the northeast corner of said lot; thence along the north boundary line of said lot to the place of beginning, and

Beginning at the southeast corner of lot three (3) in Block one (1) in Swan Park addition to the City of Tulsa, Oklahoma; thence running in a northeasterly direction along the east boundary line of said lot three (3) a distance of 29.8 feet; thence in a north-westerly direction on a line parallel with the south boundary line of said lot to a point on the west boundary line of said lot 32.1 feet north of the southwest corner of said lot; thence south along the west boundary line of said lot to the southwest corner of said lot, a distance of 32.1 feet; thence in a southeasterly direction along the south boundary line of said lot to the point of beginning, according to the recorded official plat of said addition,

with all the improvements thereon and appurtenances thereunto belonging and warrant the title of the same... This mortgage is given to secure the principal sum of two thousand dollars, with interest thereon at the rate of ten per centum per annum, payable, annually from - - according to the terms of two certain promissory notes described as follows, to-wit: One note for \$50.00 dated Nov. 1st, 1923, payable \$50.00 the 1st of December, 1923, and the first of each succeeding month thereafter, and the interest on the deferred balance to be paid each month in addition to the said \$50.00 payment on principal. Interest at 10% per annum from date. One note for \$1450.00 dated Nov. 1st, 1923, due and payable Nov. 1st, 1924, with interest at 10% per annum, payable semi-annually.

First. The mortgagor represents that they have fee simple title to said land, free and clear of all liens and encumbrances, except a first mortgage for \$7500.00 favor Mortgage Bond Company of New York, N.Y., recorded in book 351, page 196, Tulsa County, Oklahoma, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisal of said lands in case of sale under foreclosure.

Second. If said mortgagor shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said notes as the same shall mature and shall keep and perform all the covenants and agreements in this mortgage, then these presents shall become void; otherwise to remain in full force and effect.