

Assignment to employ Rental agent to look after the rents and
The said M. Hughes, trustee, shall have power under this buildings in connection with said property, and to pay said agent a reasonable compensation for his services.

Witness our hands this 21st day of September, 1923.

Callie Swinger

B. R. Swinger

State of Oklahoma,)
County of Tulsa.) ss.

Personally appeared before me, the undersigned Notary Public in and for Tulsa County, Oklahoma, Callie Swinger and B. R. Swinger, wife and husband, to me well known as the persons who signed and executed the above and foregoing instrument of writing, and acknowledged to me that they executed the same as their own free and voluntary act and deed, for the purposes and consideration as therein set forth. Executed this 21st day of September, 1923.

My commission expires March 31, 1926. (Seal)

Iva Latta, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Sept. 26, 1923, at 3:30 o'clock P.M. and recorded in Book 479, Page 109.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

240887 C.M.J.

TREASURER'S ENDORSEMENT REAL ESTATE MORTGAGE.

I hereby certify that I received \$90 and issued Receipt No. 11682 thereon in payment of mortgage tax on the within mortgage.

Dated this 26th day of Sept. 1923
W. W. Suckey, County Treasurer

UNRECORDED

KNOW ALL MEN BY THESE PRESENTS: That Callie Swinger and B. R. Swinger, her husband, of Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to Southwestern Mortgage Company, Roff, Okla. party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

West Thirty feet of Lot Two (2), Block Seventeen (17), North Tulsa

Addition to the city of Tulsa.

with all improvements thereto belonging, and warrant the title to the same,

This mortgage is given to secure the principal sum of Fifteen Hundred ## Dollars, with interest thereon at the rate of 10 per cent. per annum payable semi-annually from date according to the terms of six certain promissory notes described as follows, to-wit: Two notes of \$500.00 each; one note of \$200.00; and three notes of \$100.00 each, all dated September 21, 1923, and all due in three years.

Said first parties agree to insure the buildings on said premises for their reasonable value for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagors will pay to the said mortgagee One Hundred Fifty ## Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if the said first parties shall pay or cause to be paid to said second party, its heirs or assigns said sums of money in the above described notes mentioned, together with the interest thereon according to the terms and tenor of said notes and shall make and