

the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above set forth.

My commission expires May 16, 1927 (Seal) L. H. Normandin, Notary Public

Filed for record in Tulsa, Tulsa County, Oklahoma on June 20, 1924 at 4.15 oclock in Book 485 page 411

Brady Brown, Deputy (Seal) O. G. Weaver, County Clerk

261119 M H

REAL ESTATE MORTGAGE

~~CONFIDENTIAL~~

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1544 and issued

receipt therefor in payment of mortgage

dated June 21st of 1924

W. A. Lindsey, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS: THAT B. R. Swinger and Callie Swinger, his wife of Tulsa County in the State of Oklahoma parties of the first part, hereby mortgage to Harry Gorman Company of Tulsa, Oklahoma party of the second part, the following described

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

Lots Four (4) and Five (5), Block Seven (7) of Greenwood Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the official plat thereof:

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 hundred and Forty & No/100 Dollars, with interest thereon at the rate of 10 per centum per annum, payable from date according to the terms of one certain promisory note described as follows to-wit:

One note dated June 18th, 1924, payable to the order of Harry Gorman, in the sum of \$240.00 due four months after date (October 18, 1924) with interest at 10% per annum from date, said note being signed by B. R. and Callie Swinger, his wife:

485

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except None and hereby warrant the title against all persons waiving hereby all rights of homestead exemption, and waive the appraisement of said lands in case of sale under foreclosure.

SECOND. If said mortgagors shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note 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.

THIRD. Said mortgagors agree to pay promptly when due and payable all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest or estate therein including the interest represented by this mortgage lien: and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintain or of enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of said indebtedness; and will pay any and all labor and material liens whether created before or after this date that are lawfully charged against said premises:

And will also keep all buildings erected and to be erected upon said lands, insured, against loss and damage by tornado and fire with insurance approved by the mortgagee herein in the sum of \$---as a further security for said debt, and assign and deliver to the mortgagee all insurance upon said property to be by it collected, as its interest may appear. In case said mortgagor shall fail to pay any such taxes, assessments, charges, labor or material liens or insurance, then the holder of this mortgage and the debt secured hereby may pay said taxes, assessments, insurance, charges and liens and said mortgagor agree to repay upon demand the full amount of said advances with interest thereon at the rate of ten per cent per annum from the date of such advancement and this mortgage shall be a further lien for the repayment thereof.