

Attest:

E. S. Swan

Secretary.

(CORPORATE SEAL)

MAGER-SWAN MORTGAGE COMPANY,

By Albert Mager

President.

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss.

Before me, Mrs. Lena Brown, a Notary Public, in and for said County and State, on this 22nd day of April, 1924, personally appeared Albert Mager to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed same as his free and voluntary act and deed, ~~and as the free and voluntary act and deed~~, and as 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 Dec. 10, 1927

(SEAL)

Mrs. Lena Brown, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Apr 25, 1924 at 4:00 o'clock P. M. in Book 487, page 423

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

256639 C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$_____ and issued Receipt No. _____ therefor in payment of mortgage

made on the following day of April 1924

L. W. Sledge, County Treasurer

Deputy

REAL ESTATE MORTGAGE

COMPARED

THIS INDENTURE, Made this Second day of April A. D. 1924, between Tressie Wyatt and her husband Mart Wyatt of Tulsa, County, in the State of Oklahoma, parties of the first part, and G. O. Grant of Tulsa County, in the State of Oklahoma, party of the second part:

WITNESSETH, That said parties of the first part in consideration of the sum of One Hundred DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs, and assigns all the following described real estate, situate in Tulsa County and State of Oklahoma, to wit:

Lot Thirteen (13) Block Two (2) Home Garden Addition to the City of Tulsa, according to the recorded plat and survey thereby

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of One promissory note of even date herewith: One for \$100.00 due June 1st, 1924, made to G. O. Grant or order, payable at Tulsa Okla., with 10 per cent interest per annum from date, payable semi-annually, and signed by first parties.

Said first parties hereby covenant that they are owner in fee simple of said premises, and that they are free and clear of all incumbrances Except a Mortgage of \$2250.00

That they have good right and authority to convey and encumber the same and they warrant and will defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of \$1000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage, and 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 the same as herein provided, the mortgagor will pay to the said plaintiff Fifty Dollars as attorney's or solicitor's fees therefore, 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 the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as