

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

My commission expires Aug 23, 1927

(SEAL)

E. W. Hendrick, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Aug 12, 1924 at 9:20 o'clock A. M. in Book 492, page 605

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

265049 C.J.

REAL ESTATE MORTGAGE

(UNRECORDED)

16135  
12 Aug 4  
J. M.  
Deputy

KNOW ALL MEN BY THESE PRESENTS: That Callie Swinger and B. R. Swinger, husband and wife, of Tulsa County Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Peter Deichman, Tulsa, Oklahoma party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

South 30 feet of the North 85 feet of Lot Eight (8) in Block Fifteen (15) North Tulsa, an addition to the city of Tulsa, and Lot 17 Block One (1), Turley Addition to the City of Tulsa.

First Parties agree to pay \$100.00 per month of this loan beginning September 7th, 1924, which shall be applied to payment of interest and principal,

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

This mortgage is given to secure the principal sum of THIRTY FIVE HUNDRED # DOLLARS, with interest thereon at the rate of ten per cent. per annum payable semi-annually from DATE according to the terms of eight certain promissory notes described as follows, to-wit:

Two notes of \$1000.00 each, two notes of \$500.00 each one note of \$200.00 and three notes of \$100.00 each, all dated August 7th, 1924, 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 mortgagor will pay to the said mortgagee Three 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, his 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 note and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum, until paid,