

Real Estate Mortgage Record

Warden, Bright, Pig, Co., Okla. City

FROM

STATE OF OKLAHOMA, COUNTY, ss.

This instrument was filed for record on the 1 day of Oct A. D., 1929, at 9:55 o'clock a M., and duly recorded in book _____ on page _____

(Seal) By A.C. Walkley, Register of Deeds.
Deputy.

Fee, \$ _____

FOR THE CONSIDERATION OF Eighty DOLLARS, the receipt of which is hereby acknowledged by D.L. Swisher

and Fannie Swisher his wife, of Rogers County, State of Oklahoma, first party, hereby mortgage and convey to W.H. Pomeroy

Tulsa, Oklahoma Second part, the following real estate situated in Tulsa County, State of Oklahoma, described as follows, to-wit:

The east half (S. 2) of the southeast quarter (S. 4) of section twenty-two (22) Township twenty-two (22) North, Range thirteen (13) East of the Indian Base and Meridian

Subject to a prior mortgage of \$100.00 to Luella F. Stewart

together with all rents and profits therefrom and all improvements, appurtenances, now or hereafter in anywise belonging thereto; and the said first party hereby warrants the title thereto against all persons whomsoever. This mortgage is given as security for the performance of the covenants herein, and the payment of said second party, successors or assigns the principal sum of

Eighty Dollars on the first day of October, 1930.
Dollars on the first day of _____ 19____.
Dollars on the first day of _____ 19____.

with interest thereon at the rate of ten per cent per annum until maturity, and at Ten per cent per annum after maturity, said interest to be paid semi annually, principal and interest payable at the office of W.H. Pomeroy, according to the conditions of the and promissory note of the said D.L. Swisher and Fannie Swisher, his wife for said amount made and delivered unto said second party, being of even date herewith, and due as above stated.

The said first party shall not commit or suffer waste, shall pay all taxes and assessments upon said property, to whomsoever assessed, including personal taxes, before delinquent; shall keep the buildings thereon insured to the satisfaction of said second party for at least _____ Dollars, delivering all policies and renewal receipts to said second party; and upon the satisfaction of this mortgage will accept from the mortgagee a duly executed release of the same, have it recorded and pay for the recording.

A failure to comply with any of the agreements herein shall cause the whole debt secured hereby to at once become due and collectible, if said second party or assigns so elect, and no demand for fulfillment of conditions broken, nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage. And in case of default, said second party may take immediate possession of said premises; and if suit is commenced to foreclose this mortgage, the said second party shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and the period of redemption from sale thereunder, accounting to the mortgagor for the net income, only, applying the same in payment of any part of the debt secured hereby remaining unpaid, and upon sheriff's sale said first party waives the platting of homestead and agrees that said land may be sold in one body. All money paid by second party for insurance, taxes or assessments upon said property, or for taxes which may hereafter be levied upon this mortgage, and expense of continuation of abstract, and all expenses and attorneys fees incurred by said second party and assigns by reason of litigation with third parties to protect the lien of this mortgage, shall be recoverable against said first party, with penalties upon tax sales, and shall bear interest at the rate of Ten per cent per annum, payable semi-annually, and be secured by this mortgage as a part of the mortgage debt.

And in case of foreclosure hereof, said first parties hereby agree to pay the sum of 25 Dollars, attorney's fees in such foreclosure suit, to be secured by this mortgage, and for the consideration above hereby expressly waive the appraisal of said real estate and all benefits of the homestead and stay laws of the state.

Dated this 30th day of September, 1929.

STATE OF OKLAHOMA, COUNTY, ss.

On the 30th day of September, A. D., 1929, before me, Clinton L. Goodale

a Notary Public in and for said County and State, personally appeared D.L. Swisher and

Fannie Swisher his wife personally to me known to be the identical persons who executed the within and foregoing instrument as grantors, and acknowledged to me that they they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Collinsville, Oklahoma, on the day and date last above written.

(Seal)

Clinton L. Goodale Notary Public.
My Notarial Commission expires May 20th, 1931.

STATE OF OKLAHOMA, COUNTY, ss.

On the _____ day of _____, A. D., 19____, before me _____

a Notary Public in and for said County and State, personally appeared _____ and

_____ personally to me known to be the identical persons who executed the within and foregoing instrument as grantors, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at _____ on the day and date last above written.

Notary Public.
My Notarial Commission expires _____ 19____.