

TREASURER'S ENFORCEMENT
I hereby certify that I received \$ 24 and issued
Receipt 4351 therefor in payment of mortgage
tax on the within mortgage.
Dated this 17 day of Aug 1922
WAYNE L. DICKEY, County Treasurer
Deputy

451

206736 LB

MORTGAGE OF REAL ESTATE

I, James M. Holman, a single man hereinafter called mortgagor, to secure the payment of Two-hundred and no/100 Dollars paid to mortgagor by mortgages, do hereby mortgage unto Hopping & Evans, (a co-partnership composed of J. S. Hopping and T. D. Evans) mortgagee, the following described real estate, with all appurtenances, situate in Tulsa County, Oklahoma, to-wit:

Lots 13 and 14, Block 2, Parkdale Addition to the City of Tulsa, Oklahoma.

Mortgagor warrants the title to above premises and that there are no liens or incumbrances thereon except as stated in this instrument.

THIS MORTGAGE is executed to secure the performance of each obligation herein made by mortgagor, one of which is to pay said mortgagee, his heirs or assigns, the said indebtedness above named, with interest as herein stated, to-wit:

\$200.00 represented by the One promissory note of mortgagor, of even date herewith, as follows: One note for \$200.00 Due August 17th, 1923.

Each note above named bears interest at the rate of 8 per cent per annum payable annually from date and ten per cent per annum after due,

Failure of Mortgagor, his grantees, heirs or successors to pay the principal or any part thereof, or the interest thereon, when due, of any prior mortgage or lien on said real estate or any part thereof, shall render all money secure by this mortgage due and payable at once without notice.

In event of foreclosure of this mortgage, mortgagor agrees to pay an attorney's fee of ten dollars and ten per cent of principal and interest unpaid and this mortgage secures the same.

Mortgagor agrees to pay all taxes or assessments, general or special, levied against said premises when they are by law due and payable.

NOW if any of said sum or sums of money secured by this mortgage, or any part thereof, or any interest thereon, is not paid when due, or if the taxes or assessments levied against said property, or any part thereof, are not paid when due same are by law due and payable, or if there is a failure to perform any obligation made in this mortgage, then or in either event the whole sum or sums of moneys secured by this mortgage with all interest thereon shall immediately become due and payable, and foreclosure may be had of this mortgage. Said mortgagor expressly waives the appraisal of said real estate and all benefit of the homestead exemption and stay-laws of the State of Oklahoma.

Dated this 17th day of August 1922.

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

James M. Holman.

Before me, a Notary Public in and for the above named County and State, on this 17th day of August 1922, personally appeared James M. Holman, a single man, to me personally known to be the identical person who executed the within and foregoing mortgage and acknowledged to me, that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal, the day and year last above written.

(Seal) Esther Waver, Notary Public.

My Commission expires Dec. 20, 1924.

Tulsa County, Oklahoma.

Filed for record in Tulsa County, Tulsa, Oklahoma, Aug. 17, 1922 at 10:40 O'clock A. M.

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By F. Delman, Deputy.

(Seal) O. D. Lawson, County Clerk.