205280

EOMPARED

Deputy

TREASURER'S ENDORSEMENT I hereby certify that I received \$ 27 and issued eccipt No. 35. therefor in payment of mortgage

Dated this day of 192 2
WAYNE L DICKEY, County Treasurer

MORTGAGE OF REAL ESTATE

I, Horace Speed hereinefter called mortgagor, to secure the payment of Eleven -hundred and no/100 Dollars paid to mortgagor by mortgagee, do hereby mortgage unto Hopping & Evans, (a co-partnership composed of J. S. Hopping & T. D. Evans.) mortgagee.

the following described real estate, with all appurtenances, situate in Tulsa County, Oklahoma. to-wit:

My undivided 2/3 interest in and to the following land:

Lot Four (4), Section 3, Township 17 North, Range 13 East.

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 hereit made by mortgagor, one of which obligations is to pay said mortgagee, his heirs or assigns, the said indebtedness above named, with interest as herein stated, to-wit: \$1100.00 represented by the one promissory note of mortgagor, of even date herewith, as fdllows:

One note for \$1100.00 Due February 1st, 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 appraisement of said real estate and all benefit of the homestead exemption and stay-laws of the State of Oklahoma.

Dated this 26th day of July , 1922.

Horace Speed

STATE OF OKDAHOMA . COUNTY OF TULSA

Before me, a motary Public in and for the above named County and State, on this 26th day of July 1922, personally appeared Horace Speed 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. ly Commission expires June 1st , 1924 R. P. Elliott, notary public Tulsa county, Caranoma (SEAL)