

COMPARED

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MORTGAGE OF REAL ESTATE

We James T. Cook and Rebecca J. Cook his wife, hereinafter called mortgagor, to secure the payment, of Five Hundred and no/100 dollars paid to mortgagee by mortgagee, do hereby mortgage unto Hopping & Evans a co-partnership composed by J.S. Hopping, and T.D. Evans mortgagee, the following described real estate with all appurtenances situate in Tulsa County, Oklahoma, to-wit:

Lots Three (3) and Four (4) in Section
Nineteen (19) Township Nineteen (19)
North Range Fourteen (14) East, containing
74.68 acres more or less.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 500.00 and issued
Receipt No. 18891 therefor in payment of mortgage
tax on the within mortgage.
Dated this 12 day of Sept 1922

WAYNE L. DICKEY, County Treasurer

Deputy

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 obligations is to pay said mortgagee, his heirs or assigns, the said indebtedness above named, with interest as herein stated to-wit:

\$500.00 represented by the one promissory note of mortgagor, of even date herewith, as follows:

One note for \$500. 00 Due March 15th 1923.

Each note above named bears interest at the rate of 10 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 or 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 appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

Dated this 16th day of September 1922.

James T. Cook

Rebecca J. Cook

State of Oklahoma,)
County of Tulsa,) ss.

Before Me, a Notary Public in and for the above
named County and State on this 16th day of September, 1922