

In witness whereof, I have hereunto set my hand and affixed _____ seal the day and year first above written.

William Clendenen.

State of Oklahoma)
County of Tulsa) SS

Be it remembered, that on this 30th day of Jan, in the year of our Lord one thousand nine hundred and 23, before me a Notary Public in and for said county and state, personally appeared William Clendenen to me known to be the identical person who executed the within and foregoing instrument 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.

In witness whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires Jan. 15th, 1925. (SEAL) H. M. Price, Notary Public.

Filed for record in Tulsa County, Okla. on Jan. 31, 1923 at 3:10 P.M. and duly recorded in book 432, page 488, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

220631 - BH

MORTGAGE OF REAL ESTATE.

We, Richard Adkins (a widower) of Sapulpa, Okla., hereinafter called mortgagor, to secure the payment of six hundred dollars, paid to mortgagor by mortgagee, do hereby mortgage unto Hopping & Evans, a copartnership 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:

The southeast quarter of the southwest quarter of section 31, twp. 18 N, range 13E.

Mortgagor warrants the title to above premises and that there are no liens or encumbrances 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: \$600.00 represented by the one promissory note of mortgagor, of even date herewith, as follows:-- one note for \$600.00, due February 1st, 1930.

Each note above named bears interest at the rate of seven per cent per annum, payable semi-annually from Feb. 1, 1923, 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 now 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 on in either event the whole sum or sums of moneys secured by

432

I hereby certify that I have read the foregoing instrument and it is my duty to record it in payment of the tax on the within mortgage.

Recorded this 31st day of Jan. 1923

WAYNE L. DICKEY, County Treasurer

Wayne L. Dickey
County Treasurer