

223455 C.J.

MORTGAGE OF REAL ESTATE

COMPARED

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 1923
 WAYNE L. LLOYD, County Treasurer
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We George O. Hollow and Edith R. Hollow, his wife,
 hereinafter called mortgagor, to secure the payment
 of Fourteen Hundred and no/100 Dollars paid to mort-
 gagee by mortgagee, do hereby mortgage unto John
 Thomas Cox mortgagee, the following described real

estate, with all appurtenances, situate in TULSA County, Oklahoma, to-wit:

West half (W $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) of section 12,
 Township 19 North and Range 14 East;

It is understood that this mortgage is subject to Mortgages of record.

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:
 \$1400.00 represented by the one promissory note of mortgagor, of even date herewith, as
 follows:

One note for \$1400.00 Due June 1st, 1924

Each note above named bears interest at the rate of 8 per cent per annum payable semi-
 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 secured 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 the 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 case 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 money
 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 1st. day of January, 1925.

George O. Hollow

Edith R. Hollow

STATE OF OKLAHOMA,)
 County of Tulsa) SS.

Before me, a Notary Public in and for the above named County and State, on this
 28th day of Feb'y. 1925 personally appeared George O. Hollow and Edith R. Hollow, his
 wife, to me personally known to be the identical persons who executed the within and
 foregoing mortgage and acknowledged to me, that they executed the same as their 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.