

222947-ACM

MORTGAGE OF REAL ESTATE.

COMPARED

1925 70  
 28 Feb. 1923  
 WALTER L. LUCKY, County Treasurer

We, Rosa Young Campbell and Finus M. Campbell, her husband, hereinafter called mortgagor, to secure the payment of Seven Hundred and no/100 Dollars paid to mortgagor by mortgagee, 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 The Northeast Quarter (NE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Four (4), Township Twenty (20) North, Range Thirteen (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 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: \$700.00 represented by one promissory note of mortgagor, of even date herewith, as follows:

One note for \$700.00 Due February 27th, 1928.

Rosa Young Campbell named above is the same identical person as Rosa Young to whom the above described land was allotted as a citizen of the Cherokee Nation and each party, mortgagor to this instrument warrants this statement to be true and correct.

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 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 27th day of February 1923.

Rosa Young Campbell

Finus M. Campbell.

STATE OF OKLAHOMA,  
 ss.  
 County of Tulsa,

Before me, a Notary Public in and for the above named County and State, on this 27th day of February, 1923, personally appeared Rosa Young Campbell and Finus M. Campbell, her husband, 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.