

239358 M H

Overlay Bro. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Francis T. Hopp and his wife Anna L. Hopp a Tulsa of Tulsa County, Oklahoma, part 1st the first part, have mortgaged and hereby mortgage to Elizabeth Evans Mitchell of Tulsa County, Oklahoma, part 1st of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Fifteen (15) and Sixteen (16) in Block Five (5) of Morningside Addition to the City of Tulsa, Oklahoma, according to the amended plat thereof.

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Three Thousand and no/100 (\$3000.00) DOLLARS, with interest thereon at the rate of 6 1/2 per cent, per annum, payable at Maturity from Date according to the terms of one certain promissory note described as follows, to-wit:

One note of even date in the amount of \$3000.00 due on or before 6 months from date THIS MORTGAGE with interest at the rate of 6 1/2 % per annum

This mortgage is inferior and subject to a first loan in the amount of \$7000.00 in favor of Gum Brothers.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair and not to commit or allow waste to be committed upon the premises. and to insure, and keep insured in favor of second party, buildings on said premises. It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment, or the taxes, insurance premiums, or in case of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part 1st shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part 1st of the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of 10% of principal hereof and ten DOLLARS which this mortgage also secures.

Part 1st of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 18th day of August, 19 23

Francis T Hopp SEAL

Anna L Hopp SEAL

Kansas
STATE OF OKLAHOMA, County of Butler, ss:

Before me, _____, a Notary Public in and for said County and State on this 18 day of August, 19 23, personally appeared

Francis T Hopp and Anna L Hopp his wife to me known to be the identical person s who executed the within and foregoing instrument 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.
My commission expires April 4- 1927 (Seal) Cyril T. Taulders Notary Public

I hereby certify that this instrument was filed for record in my office on 4 day of Sept. A. D., 19 23 at 3:50 o'clock P. M. Book 439, Page 556
By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk