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

266054 -BH

MORTGAGE OF REAL ESTATE.

We, Aurelia E. Carroll, (formerly Aurelia E. Watson) Leroy O. Carroll, her husband, and Ioan V. Watson, a single woman, hereinafter called mortgagor, to secure the payment of two thousand and no/100 dollars, paid to mortgagee 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 northwest quarter (NW $\frac{1}{4}$ ) of the northeast quarter (NE $\frac{1}{4}$ ) and the northeast quarter (NE $\frac{1}{4}$ ) of the southeast quarter (SE $\frac{1}{4}$ ) of section thirty one (31) township eighteen (18) north, range thirteen (13) east; and lots three (3) and six (6) of section twenty nine (29) township eighteen (18) north, range thirteen (13) east,

(We, all, mortgagors, hereby certify that none of the land above described, is used by us, or any member of our family, or any of us, as a homestead, nor do we intend to use it and never have so used it. We state this for the purpose of obtaining the consideration for this mortgage.)

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 obligation is to pay said mortgagee, his heirs or assigns, the said indebtedness above named, with interest as herein stated, to-wit: \$2000.00 represented by the one promissory note of mortgagor, of even date herewith, as follows:

One note for \$2000.00 due September 1st. 1929.

Each note above named bears interest at the rate of 6 $\frac{1}{2}$  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 percent 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 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 appraisement of said real estate and all benefit of the homestead exemption and stay-laws of the state of Oklahoma.