

491, page 421, Brady Brown, Deputy,

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

266127 - BH

MORTGAGE OF REAL ESTATE.

Wm. R. P. Elliott, hereinafter called mortgagor, to secure the payment of three hundred seventy five & no. 100 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 east half (E $\frac{1}{2}$ ) of the northeast quarter (NE $\frac{1}{4}$ ) of the northwest quarter (NW $\frac{1}{4}$ ) of the northeast quarter (NE $\frac{1}{4}$ ) of section eighteen (18) township twenty (20) north, range thirteen (13) east.

Mortgagor herein hereby covenants and represents that no part of the above described land is any part of the homestead of himself or any member of his family nor has said land or any part of it ever been occupied for a home by himself nor any member of his family.

Mortgagor warrants the title to the 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: \$375.00 represented by the one promissory note of mortgagor, of even date herewith, as follows:

One note for \$375.00 due August 27th, 1925.

Each note above named bears interest at the rate of 8 per cent per annum payable 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, or 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 the 27th day of August, 1924.

R. P. Elliott.

State of Oklahoma )  
County of Tulsa ) SS

Before me, a Notary Public, in and for the above named County and State, on this 27th day of August, 1924, personally appeared R. P. Elliott, to me personally

Notary Public, State of Oklahoma, do hereby certify that the foregoing is a true and correct copy of the original of the above and subscribed and sworn to before me on the 27th day of August, 1924.  
Notary Public, State of Oklahoma  
16316  
27 August 1924  
J. M.