

County and State, on this ninth day of October, 1924, personally appeared Mrs. Catharine Monroy, a single woman, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and official seal the day and year last above written.

(Seal) My commission expires January 2, 1927.

Arden E. Ross, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on Oct. 9, 1924 at 4:40 P. M. o'clock recorded in book 496, page 470.  
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

269168-CW.

OKLAHOMA REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS: That Byrde M. Hopson and Louis Sager Hopson, wife and husband of Tulsa County, in the State of --- parties of the first part, hereby mortgage to Cora Van Wormer-party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Five (5) in Block Two (2) Clover Ridge Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof; with all the improvements thereon and appurtenances thereunto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of Four Hundred Twenty-five Dollars, with interest thereon at the rate of ten per centum per annum, payable monthly from date on def. bal. according to the terms of one certain promissory note described as follows to-wit: One note dated October 7th 1924, payable to Cora VanWormer, for \$425.00 payable \$25.00 monthly beginning November 7th 1924; signed by said Byrde M. and Louis Sager Hopson.

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except 1800.00 first mortgage to Local Building & Loan Association of Oklahoma City, Oklahoma as appears of record; and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisalment of said lands in case of sale under foreclosure.

SECOND. If said mortgagor shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note as the same shall mature, and shall keep and perform all the covenants and agreements in this mortgage, then these presents shall become void; Otherwise to remain in full force and effect.

THIRD. Said mortgagors agree to pay promptly when due and payable all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements or upon any interest or estate therein including the interest represented by this mortgage lien; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintain or of enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of said indebtedness; and will pay and all labor and material liens whether created before or after this date that are lawfully charged against said premises;

And will also keep all buildings erected and to be erected upon said lands, insured, against loss and damage by tornado and fire with insurance approved by the mortgagee herein in the sum of \$ as a further security for said debt, and assigns and deliver to the mortgagee all insurance upon said property to be by it collected, as its interest may appear. In case said mortgagor shall fail to pay any such taxes, assessments, charges, labor or material liens or insurance, then the holder of this mortgage and the debt secured hereby may pay said taxes, assessments, insurance, charges and liens, and said mortgagor agree to repay upon demand the full amount of said advances with interest thereon at the rate of ten per cent

TREASURER'S OFFICE  
Tulsa County, Oklahoma  
I hereby certify that the within instrument is a true and correct copy of the original as filed in my office on the 9th day of October, 1924.  
W. W. Stanley, County Treasurer  
1924  
J. M. Deane

COMPARED BY  
PS and  
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