

same for their free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and notarial seal on the date last above mentioned.

(SEAL) O.L. Stewart, Notary Public.

My commission expires 4/24/1927.

Filed for record in Tulsa Co. Okla. on Oct. 24, 1924, at 10:00 A.M. and recorded in book 407, page 205, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk. I hereby certify that I received \$6.30 and issued Receipt No. 17094 therefor in payment of mortgage tax on the within mortgage.

270442 - BH

Dated this 24 day of Oct 1924

W. W. Snoddy, County Treasurer

Deputy

MORTGAGE OF REAL ESTATE.

We, S. R. Lewis and Elizabeth B. Lewis, his wife, hereinafter called mortgagor, to secure the payment of fifteen hundred and no/100 dollars paid to mortgagor by mortgage, do hereby mortgage unto T.D. Evans, mortgagee, the following described real estate, with all appurtenances, situate in Tulsa County, Oklahoma, to-wit:

The southeast quarter (SE $\frac{1}{4}$) of the northwest quarter (NW $\frac{1}{4}$) of section twenty seven (27) township twenty (20) north, range thirteen (13) east, containing 40 acres. The same being platted as the Industrial Addition to Dawson, Oklahoma, plat duly on file.

Mortgagor warrants the title to above premises and that there are no liens or encumbrances 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:

\$1500.00 represented by the two promissory notes of mortgagor, of even date herewith, as follows:

One note for \$1200.00, due April 24th, 1925.

One note for \$300.00 due January 5th, 1925.

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 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 appraisalment of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

Dated this 23rd day of October, 1924.

COMPARED BY
and
28