

and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date above mentioned.

My commission expires January 16th, 1927. (Seal) Beulah McAllister, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on December 8th, 1924 at 10:40 A. M. o'clock

Recorded in Book 497, Page 587.
By Brady Brown, Deputy.

(Seal) O. G. Weaver, County Clerk
I hereby certify that I received \$182 and from
Receipt No. 17730 for payment of no

273844 - BT

Dated this 9 day of Dec 1924
W. W. Stackey, County Treasurer
Depu

MORTGAGE OF REAL ESTATE.

We, James T. Cook, and Rebecca J. Cook, his wife, hereinafter called mortgagor, to secure the payment of two thousand and no/100 dollars, paid to mortgagor by mortgagee, do hereby mortgage unto Hopping and 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 west half (W $\frac{1}{2}$) of the northwest quarter (NW $\frac{1}{4}$) and the southeast quarter (SE $\frac{1}{4}$) of the northwest quarter, (NW $\frac{1}{4}$) and the northwest ^{east} quarter (NE $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$) of section twenty (20), township nineteen (19) north, range fourteen (14) east and also the northwest quarter (NW $\frac{1}{4}$) of the southeast quarter (SE $\frac{1}{4}$) of section twenty (20) township nineteen (19) north, range fourteen (14) east, being 200 acres in all,

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 obligations is to pay said mortgagor, 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 December 9th, 1926.

Each note above named bears interest at the rate of 7 per cent per annum, payable semi annually from date and ten per cent per annum after due.

Failure of mortgagor, his grantees, heirs or assigns 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} part thereof, 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 this 9th day of December, 1924.

James J. Cook,
Rebecca J. Cook.

State of Oklahoma)
County of Tulsa) SS Before me, a Notary Public, in and for the above named county and

497
COMPARED BY
PS Jm