

#229756 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R.A. Sally and Bernice Sally, his wife,a                      of Tulsa,                      County, Oklahoma, parties of the first part, have  
mortgaged and hereby mortgage to M.R. Travis,of                      part y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Twenty-two (22) Block Two (2)  
Travis Heights Addition to the City of  
Tulsa, Oklahoma according to the recorded  
plat thereof.

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May 1923

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with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of One Thousand Six Hundred Eighty-seven and 50/100                     eight semi- annually from                      date DOLLARS,with interest thereon at the rate of                      per cent, per annum, payable                      according to the terms of three certain promissory note                      described as follows, to-wit:

One note for \$562.50 due on or before six months from date hereof.  
One note for \$562.50 due on or before twelve months from date hereof.  
One note for \$562.50 due on or before eighteen months from date hereof.  
All of said notes signed by R.A. Sally and Bernice Sally, payable to  
the order of M.R. Travis.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby  
covenant                      and agree                      to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair  
and not to commit or allow waste to be committed on the premises, and to insure, and keep insured in favor of  
second party, buildings on said premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage  
or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal  
sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part y shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.

Said parties of the first part hereby agree                     , that in the event action is brought to foreclose this mortgage, they                      will pay a  
reasonable attorney's fees as provided in said notes                                           which this mortgage also secures.

Part ies of the first part, for said consideration, do                      hereby expressly waive appraisalment of said real estate and all benefit of  
the homestead, exemption and stay laws in Oklahoma.

Dated this 2nd day of May, 19 23R.A. Sally SEALBernice Sally SEALSTATE OF OKLAHOMA, County of Tulsa, ss:

Before me,                     , a Notary Public in and for said County and State, on this 4th  
day of May, 19 23 personally appeared R.A. Sally and Bernice Sally, his wife,

XXXXX

to me known to be the identical person                      who executed the within and foregoing instrument and acknowledged to me that they                       
the same as their                      free and voluntary act and deed for the uses and purposes therein set forth.  
Witness my signature and official seal the day and year last above written.

My commission expires Sept. 19th, 1925. (SEAL) Nettie A; Cline. Notary Public.

I hereby certify that this instrument was filed for record in my office on 7 day of May A. D. 19 23  
at 2.25 o'clock P. M. Book 439, Page 477

By Brady Brown Deputy. O.G. Weaver, County Clerk.

(SEAL)