

#229756 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C.D.F. O'Hern and Hazel L.O'Hern, his wife,
 a _____ of Tulsa, _____ County, Oklahoma, part ies 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 Nine (9) Block Two (2) Travis Heights
 Addition to the City of Tulsa, Oklahoma,
 according to the recorded plat thereof.

PAID TO THE ORDER OF THE COUNTY TREASURER
 \$36 and no more
 9342
 Date May 7, 1923
 WATSON L. BERRY, County Treasurer
 a.g.

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 Eight Hundred and 00/100 -----
 ----- DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable semi annually from _____ date _____
 according to the terms of three certain promissory note s described as follows, to-wit:

One note for \$600.00 due on or before Six Months from date hereof.
 One note for \$600.00 due on or before Twelve Months from date hereof.
 One note for \$600.00 due on or before Eighteen Months from date hereof.

All of said notes signed by C.D. F.O'Hern and Hazel L.O'Hern, 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 fee xxx as provided in said notes ~~xxxxxx~~
 which this mortgage also secures.

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

Dated this 4th day of May, 1923.

C.D. F. O'Hern SEAL
Hazel L.O'Hern SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 4th
 day of May, 1923, personally appeared C.D.F.O'Hern and Hazel L. O'Hern, his wife,

XXXXXX

to me known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they executed
 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 2-20-27 (SEAL) John K. Bright. Notary Public.

I hereby certify that this instrument was filed for record in my office on 7 day of May A. D. 1923
 at 2:25 o'clock P. M. Book 439, Page 479.

By Brady Brown Deputy O.G. Weaver County Clerk.
 (SEAL)