

COMPARED

230440 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Wm. J. Melton, a single mana \_\_\_\_\_ of Tulsa County, Oklahoma, part V of the first part, hasmortgaged and hereby mortgage to M. R. Travisof \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Thirty-two (32) Block Two (2) Travis Heights Addition to  
the city of Tulsa, Oklahoma, according to the recorded  
plat thereof.

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$ 2400 and issued  
Receipt No. 9489 therefor in payment of mortgage  
tax on the within mortgage  
Dated this 14 day of May 1923  
WAYNE L. DICKET, County Treasurer  
A.J.

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 One Hundred Eighty-one and 25/100

DOLLARS,

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

One note for \$393.75 due on or before six months from date hereof.  
One note for \$393.75 due on or before Twelve months from date hereof.  
One note for \$393.75 due on or before Eighteen months from date hereof.  
All of said notes signed by Wm. J. Melton, 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 part V hereby covenant s and agree s 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 V shall be entitled to the immediate possession of the premises and all rents and profits thereof.

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

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

Dated this 11th day of May, 19 23.

Wm. J. Melton

SEAL.

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 12th day of May, 19 23, personally appeared \_\_\_\_\_

Wm. J. Melton, a single man

and \_\_\_\_\_

to me known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that he executedthe same as his 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 14 day of May A. D., 19 23  
at 2:30 o'clock P. M. Book 439, Page 526

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