

Overbay Bros., Binders

236629 C.H.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Anna Caplin and Morris H. Caplin, her husband
 of Tulsa County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to M. R. Travis
 of Tulsa County, Oklahoma, part 1st of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Six (6) in Block One (1) Travis Heights Addition
 to the city of Tulsa, Oklahoma according to the re-
 corded plat of said addition.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,780 and issued
 Receipt No. 10518 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 24 day of July, 1923

W. W. Stuckey, County Treasurer
W. W. Stuckey

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 Two 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 notes described as follows, to-wit:

One note for \$400.00 due on or before Six Months from date hereof.
 One note for \$400.00 due on or before Twelve Months from date hereof.
 One note for \$400.00 due on or before Eighteen Months from date hereof.
 All of said notes signed by Anna Caplin and Morris H. Caplin, 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 ies hereby
 covenanted and agreeed 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 upon 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 mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part ies of the first part hereby agreeed, that in the event action is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee as as provided in said notes DOLLARS
 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 23rd day of July, 19 23

Anna Caplin

SEAL

M. H. Caplin

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, July, 19 23, a Notary Public in and for said County and State on this 24
 day of July, personally appeared

Anna Caplin

and Morris H. Caplin, her husband

to me known to be the identical persons 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 January 31, 1927. (Seal) Max Halff, Notary Public

I hereby certify that this instrument was filed for record in my office on 26 day of July, A. D., 19 23
 at 1:00 o'clock P. M. Book 439, Page 368

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