

Overbay Bros. Builders

236630 C.M.J.
COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Lena Caplin and Abraham W. Caplin, her husband
 a Tulsa 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 Seven (7) in Block One (1) Travis Heights Addition
 to the city of Tulsa, Oklahoma according to the recorded
 plat of said addition.

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 note S 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 Lena Caplin and Abraham W. Caplin, payable
 to the order of M. R. Travis.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 24 and issued
 Receipt No. 20818 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 26 day of July, 1923
W. W. Stucky, County Treasurer
A. J. Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part^{ies} 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 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 agree, that in the event action is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee or 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, 1923.

Lena Caplin

SEAL

Abraham W. Caplin

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 24
 day of July, 1923, personally appeared _____

Lena Caplin
 and Abraham W. Caplin, her husband
 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 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., 1923
 at 1:00 o'clock P. M. Book 439, Page 369
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk