

COMPARED

## MORTGAGE RECORD NO. 456

Overday Bros., Binders

232680 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. L. Martin and Flossie M. Martin, his wife  
 of Tulsa County, Oklahoma, part 1st of the first part, ha<sup>ve</sup>  
 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 Ten (10) in Block One (1) Travis Heights Addition  
 to the city of Tulsa, Oklahoma, according to the  
 recorded plat of said addition,

I hereby certify that I received \$ 34 and issued  
 Receipt No. 7133 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 7 day of June, 1923

WAYNE I. LEELEY, County Treasurer

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 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 \$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 A. L. Martin and Flossie M. Martin, 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  
 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 part y 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 of 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 6th day of June, 1923.

A. L. Martin

SEAL

Flossie M. Martin

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 23, 1923, a Notary Public in and for said County and State on this

day of June, 1923, personally appeared A. L. Martin

and Flossie M. Martin  
 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 March 23, 1924. (Seal) A. E. Weis. Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of June, A. D., 1923

at 2:45 o'clock P. M. Book 439, Page 78 (Seal) O. G. Weaver,

By Brady Brown, Deputy. County Clerk