

COMPARED

MORTGAGE RECORD NO. 456

79

232681 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. W. Rogers and Frances M. Rogers, his wife  
a of Tulsa County, Oklahoma, part 108 of the first part, have  
mortgaged and hereby mortgage to M. R. Travis  
of Tulsa County, Oklahoma, part 108 of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Five (5) in Block Two (2) 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 Seven Hundred Sixty-two 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 notes S described as follows, to-wit:

One note for \$587.50 due on or before Six Months from date hereof.  
One note for \$587.50 due on or before Twelve Months from date hereof.  
One note for \$587.50 due on or before Eighteen Months from date hereof.  
All of said notes signed by J. W. Rogers and Frances M. Rogers, payable  
to the order of M. R. Travis.

I hereby certify that I received \$ 36 and interest  
from the 9933 therefor in payment of mortgage  
on the within mortgage  
Dated this 7 day of June 1923  
WATKINS L. BROWN, County Treasurer  
A. J.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 party 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 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 5th day of June, 19 23

J. W. Rogers

Frances M. Rogers

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 23, a Notary Public in and for said County and State on this 5th  
day of June, 19 23 personally appeared

J. W. Rogers  
and Frances M. Rogers, his wife

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 6-19-23 (Seal)

Jewell Guthrie,

Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of June, A. D., 19 23  
at 2:45 o'clock P. M. Book 439, Page 79

By Brady Brown, Deputy. (Seal)

O. G. Weaver,

County Clerk