

COMPARED

MORTGAGE RECORD NO. 456

81

232684 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, parties 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 Eleven (11) 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 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.

9943 34  
June 7 1923  
A. J.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 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 the second party Y shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part 1st 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 1st 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, 19 23.

A. L. Martin SEAL

Flossie M. Martin SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 10 1923, a Notary Public in and for said County and State on this June 10 1923 day of June, personally appeared A. L. Martin

and Flossie M. Martin, 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 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., 19 23 at 2:45 o'clock P. M. Book 438, Page 81  
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk