

PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, to-wit: that said first parties hereby covenants and agrees 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 on the 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 said second part--- shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage -----will pay a reasonable attorney's fee of 180.00 DOLLARS which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 27th day of September 1923.

Louis H. Chevalley

Mae Chevalley

STATE OF OKLAHOMA )  
County of Tulsa ) SS.

Before me, a Notary Public, in far said County and State, on this 29 day of Sept 1923, personally appeared Louis H. Chevalley and Mae Chevalley his wife 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 hand and official seal, the day and year last above written.

My commission expires Sept 22, 1924

(SEAL)

Amasa H. Wurth, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 1, 1923 at 9:40 o'clock A. M. in Book 475, page 301

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

241197 C.J.

SEWER EASEMENT

COMPARED

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, the owner of the legal and equitable title to the following described real estate, situated in the City of Tulsa, Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00) cash in hand, paid by the City of Tulsa, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do hereby grant and convey unto the said City of Tulsa, Oklahoma, a perpetual easement, through, over, under and across the following described property, situated in said City, to-wit;

A strip of ground, not to exceed ten (10) feet in width as shown by the blue prints on file in the City Engineer's office of the City of Tulsa, of said strip, being more particularly described as follows, to-wit:

The North ten (10) feet of Lot 25, Block 1, Parkdale Addition to the City of Tulsa, Oklahoma, according to the duly recorded plat thereof, for the purpose of permitting the City of Tulsa to construct a sewer line thereto, through, over, under and across said property, together with all necessary and convenient appurtenances thereto; and to use and maintain the same, and of affording the City of Tulsa, its officers, agents, employees, and all persons under contract with it, the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said sewer line and for the further purpose of enabling the