

The First National Bank & Trust Co., Oklahoma City  
216119 C.M.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That D. B. Mondier & Gertie G. Mondier his wife

of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to L. S. Cogswell Lbr. Co., Inc.

of part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Five (5) located in Block Three (3) Kenlock Park Addition to the city of Tulsa, according to the recorded plat thereof.

This mortgage is given subject to one mortgage given in name of Fannie Harlow June 10-1922 in the amount of \$1550.00

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

Two Hundred forty nine and 19/100

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable annually from Dec. 5, 1922

according to the terms of Five certain promissory note described as follows, to-wit:

1	Dated 12/5-22	50.00	Due Feb. 1-1923	Interest at 10% per annum
2	" "	50.00	" Mar. 1 "	" " "
3	" "	50.00	" April 1 "	" " "
4	" "	50.00	" May 1 "	" " "
5	" "	49.19	" June 1 "	" " "

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

Said part 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 DOLLARS, which this mortgage also secures.

Part of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 11th day of December, 1922

D. B. Mondier SEAL

Gertie G. Mondier SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 11th day of December, 1922, personally appeared

D. B. Mondier

and Gertie G. Mondier, his wife

to me known to be the identical person 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 Jan. 9, 1926. (Seal) M. E. Maxwell, Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of Dec. A. D., 1922 at 3:40 o'clock P. M. Book 402, Page 107

By F. Delman, Deputy, (Seal) O. D. Lawson, County Clerk.