

COMPARED

## MORTGAGE RECORD NO. 402

216569 O.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. F. Monasmith and Ethel Monasmith (his wife)  
 of Tulsa County, Oklahoma, parties of the first part, ha. Y.E.  
 mortgaged and hereby mortgage to Thomas C. Rogers  
 of parties of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The West 16 2/3 feet of lot (16) sixteen and the East  
 15 2/3 feet of lot 17 seventeen Block (18) eighteen,  
 College Addition, to the City of Tulsa, Tulsa County,  
 Oklahoma, as per the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 967 and issued  
 Receipt No. 6757 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 12 day of Dec 1922

WAYNE L. DICKEY, 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

Sixteen Hundred (\$1600.00)

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable Monthly annuity from Date

according to the terms of 36 certain promissory note S described as follows, to-wit:

Thirty Five notes in the amount of \$25.00 each of even date herewith  
 due and payable, beginning December 15th, 1922 and one each and every  
 month thereafter. One note in the sum of \$725.00 due and payable in  
 Thirty six months from date, each of said notes to bear interest at  
 the rate of 8% payable monthly on the face of each note.

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

Said parties of the first part hereby agree, S, that in the event action is brought to foreclose this mortgage, they will pay a  
 reasonable attorney's fee of \$350.00 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 benefit of the  
 homestead, exemption and stay laws in Oklahoma.

Dated this 15th day of November, 1922.

O. F. Monasmith SEAL

Ethel Monasmith SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State, on this 15th  
 day of November, 1922, personally appeared

O. F. Monasmith

and Ethel Monasmith

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 signature and official seal the day and year last above written.

My commission expires Mar. 7, 1925. (Seal) Hazel Stephens, Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of Dec. A. D. 1922  
 at 3:40 o'clock P.M. Book 402, Page 136

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