

#226115 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mary Genevieve Monahan and J.J. Monahan Jr.,
 her husband, of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to J.R. Manion,
 xxx part y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Nine (9) Block Fourteen (14) Broadmoor
 Addition to the City of Tulsa, Oklahoma,
 according to the recorded plat thereof.

RECORDED
 8506 1923
 Date this 30th day of March 1923
 WAYNE L. DAVIS, County Treasurer
 A. L. Linn, Deputy

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 Thousand Eight Hundred and 00/100

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable at maturity annually from date

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

One note for \$2800.00 due on or before July 1st, 1923;
 signed by Mary Genevieve Monahan and J.J. Monahan, Jr.
 payable to the order of J.R. Manion.

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, 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 second party 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, they will pay a reasonable attorney's fee of as provided in said note 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 20th day of March, 1923.

Mary Genevieve Monahan SEAL

J.J. Monahan, Jr. SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 28th
 day of March, 1923, personally appeared Mary Genevieve Monahan and J.J. Monahan,
Jr. her husband,

xxx

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 Dec. 30, 1925. (SEAL) Virginia M. Hagan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 30 day of March, A. D., 1923
 at 9:30 o'clock A. M. Book 439, Page 192

By Brady Brown, Deputy. (SEAL) O.G. Weaver, County Clerk.