

#239276 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Francis J. Mondy and William Mondy,
a her husband, of Tulsa, County, Oklahoma, parties of the first part, ha...ve
 mortgaged and hereby mortgage to Davenport, Ratoliffe & Bethall
 of parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Sixteen (16) Block One (1) in Hobbs
 Addition to the City of Tulsa, Oklahoma.

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 B. Quinn

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 Eight Hundred and no/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable semi ----- annually from date -----
 according to the terms of QOE certain promissory note ----- described as follows, to-wit:

Dated August 31st, 1923, and made payable on or
 before ninety days from date.

evidence of the within indebtedness.

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 upon 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 mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second parties shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part ies 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 Ten and no/100 ----- DOLLARS
 which this mortgage also secures.

Part ies 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 31st day of August 19 23.

Francis J. Mondy

SEAL

Wm. Mondy

SEAL

STATE OF OKLAHOMA, County of Tulsa, as:

Before me, -----, a Notary Public in and for said County and State on this 31st
 day of August 19 23 personally appeared Francis J. Mondy and William Mondy,
her husband,

XXXX
 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 July 21st, 1927 (SEAL) Lydia M. Bickford, Notary Public

I hereby certify that this instrument was filed for record in my office on 1 day of Sept. A. D. 19 23
 at 11:40 o'clock A. M. Book 439, Page 547

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