

Before me, the undersigned Notary Public, on this 7th day of October, 1922, personally appeared before me, E. E. Barrett, to me personally known to be the identical person who subscribed his name to the foregoing affidavit, and acknowledged to me on his oath that same was true and that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and official seal this the day last above written.

(Seal)

V. Dunaway,

My commission expires June 19, 1926.

Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Oct. 11, 1922, at 3:00 o'clock P.M. and recorded in Book 426, Page 115.

By F. Delman, Deputy.

(Seal)

O. D. Lawson, County Clerk.

211074 C.M.J.

## COMPARED OKLAHOMA REAL ESTATE MORTGAGE.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 80 and issued Receipt No. 2239 therefor in payment of mortgage tax on the within mortgage.

Dated this 12 day of Oct 1922

WAYNE L. DICKEY, County Treasurer

KNOW ALL MEN BY THESE PRESENTS: That L. M. Conley and Mary E. Conley, husband and wife, of Tulsa County, in the State of Oklahoma, parties of the first part, hereby mortgage

to FIDELITY INVESTMENT COMPANY, of Tulsa Oklahoma, a corporation duly organized and doing business under and by virtue of the statutes of the State of Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Fifteen (15) in Block Three (3) of the resubdivision of Blocks Two (2), three (3) and Seven (7) of the Terrace Drive Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof,

with all the improvements thereon and appurtenances thereunto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of Four Hundred and No/100 Dollars, with interest thereon at the rate of 10 per centum per annum, payable on deferred balances according to the terms of one certain promissory notes described as follows to-wit:

One note for \$400.00, dated October 12, 1922, payable \$50.00 per month beginning November 1, 1922 and \$50.00 per month thereafter on the first of each month until all are paid, bearing ten per cent interest, payable monthly on deferred balances, made in favor of the Fidelity Investment Company, signed by L. M. Conley and Mary E. Conley.

FIRST. the mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except - - - and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisalment of said lands in case of sale under foreclosure.

SECOND. If said mortgagors shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note as the same shall mature, and shall keep and perform all the covenants and agreements in this mortgage, then and these presents shall become void; otherwise to remain in full force and effect.

THIRD. Said mortgagors agree to pay promptly when due and payable all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest or estate therein including the interest represented by this mortgage lien; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintain or of enforcing or enjoying the full benefit of the lien of this