

216737 C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 100 and issued Receipt No. 6774 therefor in payment of mortgage tax on the within mortgage.

Dated this 18 day of Dec 1922

WAYNE L. DICKEY, County Treasurer

W. L. Dickey
Deputy

COMPARED

OKLAHOMA REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Theodore T. Haynes and Annis E. Haynes, his 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 Seven (7) in Block One (1) in Elm Ridge Addition to the City of Tulsa, 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 seventy-five & no/100 Dollars, with interest thereon at the rate of 10 per centum per annum, payable semi-annually from date according to the terms of one certain promissory note described as follows to-wit:

Dated Tulsa Oklahoma, December 14, 1922 Due Six months from date for Seventy-five Dollars with 10% interest per annum to the Fidelity Investment Co. at Tulsa Oklahoma Signed by Theodore T. Haynes and Annis E. Haynes

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 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 mortgage, or the collection of said indebtedness; and will pay any and all labor and material liens whether created before or after this date that are lawfully charged against said premises.

And will also keep all buildings erected and to be erected upon said lands, insured, against loss and damage by tornado and fire with insurance approved by the mortgagee herein in the sum of \$----- as a further security for said debt, and assign and deliver to the mortgagee all insurance upon said property to be by it collected, as its interest may appear. In case said mortgagors shall fail to pay any such taxes, assessments, charges, labor or material liens or insurance, then the holder of this mortgage and the debt secured hereby may pay said taxes, assessments, insurance, charges and liens, and said mortgagors agree to repay upon demand the full amount of said advances with interest thereon at the rate of ten per cent per annum from the date of such advancement and this mortgage shall be a further lien for the repayment thereof.

FOURTH Mortgagors agree to pay promptly when due all interest or principal payments on all prior encumbrances if any upon said land, and if mortgagors or their successors in the ownership of the land herein mortgaged, default in payment of either principal or interest of any prior encumbrance, the holder of the note secured by this mortgage may pay