

218485 G. J. COMPARED

OKLAHOMA REAL ESTATE MORTGAGE

TREASURER'S ENDORSEMENT
I hereby certify that I received \$210 and issued
Receipt No. 7101 therefor in payment of mortgage
tax on the within mortgage.

Dated this 9 day of Jan 1928

WAYNE L. DICKEY, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS: That John P. Rowan and
Blanche D. Rowan, husband and wife, of Tulsa County in
the State of Oklahoma parties of the first part, hereby
mortgaged 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 Six (6) in Block Eleven (11) of the re-subdivision of Block Six
(6) , and Lots One (1) Two (2) and Three (3) in Block Four (4) of
Terrace Drive Addition to the City of Tulsa, County of Tulsa, State of
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 Thirty-five Hundred (\$3500)
Dollars, with interest thereon at the rate of 8 per centum per annum, payable semi-annually
from date according to the terms of one certain promissory note described as follows to-wit:

One First Mortgage Note in the sum of \$3500.00, dated January 4, 1925,
due January 4, 1926, bearing interest at the rate of 8 percent per annum,
payable semi-annually; signed by John P. Rowan and Blanche D. Rowan;

FIRST. The mortgagors represent that they have fee simple title to said land, free
and clear of all liens and encumbrances, 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 assess-
ments 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 enjoy-
ing 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 building 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 \$3500.00 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 off such prior