

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands the day and year first above written.

J. J. Simons

Ida J. Simons

STATE OF OKLAHOMA, Tulsa County, ss.

Before me V. Dunaway, a Notary Public in and for said County and State on this 20th day of March 1923, personally appeared J. J. Simons and Ida J. Simons, his wife to me known to be the identical persons 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.

(Seal)

V. Dunaway, *notary Public*

My commission expires June 19, 1926.

Filed for record in Tulsa, Tulsa County, Oklahoma, March 21, 1923, at 11:00 o'clock A.M. and recorded in Book 435, Page 203.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

225169 C.M.J. OKLAHOMA REAL ESTATE MORTGAGE.

Know all men by these presents: That Jesse Hopkins

and Eva Hopkins, his wife, of Tulsa County, in

Dated this 21 day of March 1923

WAYNE L. DICKEY, County Treasurer

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 States of Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

North Fifty (50) feet of Lot Fourteen (14), Block One (1) Clover Ridge

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 Fifteen Hundred & No/100 Dollars, with interest thereon at the rate of 8 per centum payable semi-annually from date according to the terms of one certain promissory note described as follows to-wit:

One first mortgage Real Estate Note in the sum of \$1500.00, dated March 10th, 1923, due three years from date, viz: March 10, 1926, together with six interest coupons annexed thereto, each dated March 10th, 1923, in the sum of \$60.00, due Sept. 10, 1923, March 10, 1924, Sept. 10, 1924, March 10, 1925, Sept. 10, 1925, and March 10, 1926, respectively; all of said notes being signed by Jesse Hopkins and Eva Hopkins, his wife;

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 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;