

known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date above mentioned.

(Seal)

N. R. Sullivan, Notary Public.

My commission expires 5th, day of January 1927.

Filed for record in Tulsa, Tulsa County, Oklahoma, March 21, 1923, at 11:40 o'clock A.M. and recorded in Book 435, Page 205.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

225170 C.M.I.

TULSA COUNTY, OKLAHOMA REAL ESTATE MORTGAGE.

COMPARED

I hereby certify that I received \$1750.00 from Geo. M. Lucas and Velma M. Lucas, his wife, in payment of mortgage tax on the within mortgage.

Dated this 21 day of March, 1923.

WAYNE L. DICKEY, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS: That Geo. M. Lucas and Velma M. Lucas, 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 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:

The South Fifty (50) feet of Lot Six (6) in Block Two (2), Pleasant View

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 Seventeen Hundred Fifty & 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:

One First Mortgage Real Estate note, in the sum of \$1750.00, dated March 17th, 1923, due three years after date, with interest thereon at the rate of 10 percent per annum until due, payable semi-annually on the 17th days of September and March in each year, according to the tenor of six (6) interest coupons for \$87.50 each annexed to said note. Both principal and interest are to draw ten percent interest per annum after maturity. Said note and interest coupons being signed by Geo. M. Lucas and Velma M. Lucas, 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 land's 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;