

case of default in the payment of said debt or any part thereof, in accordance with the terms of said mortgage, or failure to comply with any of its conditions, to demand, collect, receive and receipt for such rents and profits and take possession of said premises without having a receiver appointed therefor, and rent the same from time to time, and apply the net proceeds of such rents and profits upon said indebtedness, until such time as said loan shall have paid in full by the application of said rents and profits, or otherwise.

Dated this the 12th day of May 1923.

H. F. Kasey

Marsh C. Kasey

STATE OF OKLAHOMA,)
Tulsa County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this the 12th day of May 1923, personally appeared H. F. Kasey and Marsh C. Kasey, husband and wife, personally known to me to be the identical persons who executed the within and foregoing instrument of writing, 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.

Witness my hand and official seal the day and year above written.

My commission expires May 11th, 1926.

(Seal)

Marie B. Kneidl, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, May 31, 1923, at 3:45 o'clock P.M. and recorded in Book 435, Page 420.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

232125 C.M.I.

Hereby certify that I received \$9825 and issued Receipt for the same in payment of mortgage

made by Jacob Cagle and Lillian Cagle, his wife, on June 1923

W. H. Kneidl, County Treasurer

KNOW ALL MEN BY THESE PRESENTS: That Jacob Cagle and Lillian Cagle, 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:

North one-half of Lot Six (6) in Block Two (2), Pleasant View Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof;

with all improvements thereon and appurtenances thereunto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of Seven Hundred Fifty & No/100 Dollars, with interest thereon at the rate of 8 per centum per annum, payable monthly on deferred balance, from date, according to the terms of one certain promissory note described as follows to-wit: One promissory note dated May 21st, 1923, in the sum of Seven Hundred Fifty (\$750.00) Dollars, payable \$25.00 monthly from date beginning June 21st, 1923; bearing interest at the rate of eight percent per annum, payable monthly on deferred balance, from date; said note signed by the said Jacob Cagle and Lillian Cagle, his wife, and made in favor of the Fidelity Investment Company;

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except one first mortgage in the sum of \$2000.00, as appears of record; 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