

231161 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That **Fidelity Investment Company, a corporation,**

a of **Tulsa, Tulsa** County, Oklahoma, part **Y** of the first part, ha **S**  
mortgaged and hereby mortgage to **G. J. Miller**  
of part **Y** 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 the North Two Hundred (200)  
feet of Lot Fourteen (14), in Block One (1) Clover Ridge  
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 thereto belonging, and warrant the title to the same

This mortgage is given to secure the principal sum of

**Fifteen Hundred and No/100 (\$1500.00)**

DOLLARS,

with interest thereon at the rate of **10** per cent, per annum, payable **semi-** annually from **date**

according to the terms of **one** certain promissory note described as follows, to-wit:

One promissory note in the sum of \$1500.00 dated May 18th, 1923, payable  
three years after date, bearing interest at the rate of ten percent per  
annum, from date, payable semi-annually; said note signed by the Fidelity  
Investment Company, by C. E. Lahman, its president, and attested by its  
Secretary, J. E. Paymal; and payable at the Producers National Bank,  
Tulsa, Oklahoma;

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part **Y** hereby  
covenant **S** and agree **S** to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair  
and not to commit or allow waste to be committed on the premises, and to insure, and keep insured in favor of second  
party, buildings on said pemises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage  
or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal  
sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part **Y** shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.

Said part **Y** of the first part hereby agree **S**, that in the event action is brought to foreclose this mortgage, **they** will pay a  
reasonable attorney's fee of **One Hundred Fifty (\$150.00) & No/100** DOLLARS,  
which this mortgage also secures.

Part **Y** of the first part, for said consideration, do **es** hereby expressly waive appraisement of said real estate and all benefit of  
the homestead, exemption and stay laws in Oklahoma.

Dated this **18th** day of **May**, 19 **23**

Attest: **J. E. Paymal,** (Cor. Seal)  
Secretary.

**FIDELITY INVESTMENT COMPANY,** SEAL  
By **C. E. Lahman, President.** SEAL

STATE OF OKLAHOMA, County of **Tulsa**, ss:

Before me, **a Notary Public**, ~~a Notary Public~~ in and for said County and State, on this **18th**

day of **May**, 19 **23**, personally appeared **C. E. Lahman,** to me known to be the identical  
person who subscribed the name of the maker thereof to the within and foregoing instrument  
as its President, and acknowledged to me that he executed the same as his free and voluntary  
act and deed, and as the free and voluntary act and deed of such corporation, for the uses  
and purposes therein set forth.

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that

in the same manner as a free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires **January 16, 1927.** (Seal) **Beulah McAllister,** Notary Public.

I hereby certify that this instrument was filed for record in my office on **21** day of **May**, A. D., 19 **23**

at **4:00** o'clock **P.** M. Book **439**, Page **593**

By **Brady Brown,** Deputy, (Seal) **O. G. Weaver,** County Clerk.