

COMPANIES

often as the said mortgagors or mortgagees may be made defendant in any suit affecting the title to said property which shall be and additional lien on said premises, and shall become due upon the filing of petition or cross petition or foreclosure

SIXTH. Mortgagors further agrees that in the event action is brought to foreclose this mortgage for the purpose of collecting said indebtedness secured hereby, a receiver may be appointed by the court to take charge of the premises herein mortgaged, during the pendency of such action.

IN WITNESS WHEREOF, The said mortgagors have hereunto set their hands on the 6th day of April, A.D. 1923

J. E. Hicks

Laura Hicks

STATE OF OKLAHOMA,
ss.
TULSA COUNTY,

Before me, the undersigned, a Notary Public in and for the said County and State on this 6th day of April, 1923 personally appeared J. E. Hicks and Laura Hicks, 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.

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

My commission expires on the 16th day of January 1927. (SEAL) Beulah McAllister-Notary Public
Filed for record at Tulsa, Tulsa County, Oklahoma, April 12, 1923 at 3:00 o'clock P.M. and
recorded in Book 441 Page 230

By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk.

227359-ACM

CORP. RECORD

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That J. E. Hicks and Laura Hicks, 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:

Lot Twenty-Two (22) in Block Two (2), Carbondale, Tulsa County,
Oklahoma, according to the official 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 Nineteen Hundred Fifty Dollars, with interest thereon at the rate of 8 per cent per annum, payable monthly annually from date according to the terms of one certain promissory note described as follows, to-wit:

One promissory note dated April 5th, 1923 in the sum of \$1950.00 payable \$35.00 per month from date, deducting interest from payment of \$35.00 and applying balance on principal until full amount is paid; said note bearing interest at the rate of 8% per annum from date; and signed by the said J. E. Hicks and Laura Hicks, his wife, made payable to 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 of \$1000.00 in favor of Julius Kahn as the same appears of record and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the reappraisal of said lands in case of sale under foreclosure.

RECEIVED
I hereby certify that I received \$1950.00 and filed of
Receipt No. 4821 therefor in payment of mortgage
tax on the within mortgage.
Dated this 12 day of April 1923
WAYNE L. DICKAY, County Treasurer
Deputy