

225006 C. J.

COMPARED

OKLAHOMA REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That J. D. Judy

and Mary E. Judy his wife, and H. H. Marshall and

I hereby certify that I received \$ 32

Receipt No. 1332

for the within mortgage

Dated this 20 day of March 1933

WATSON L. JONES, County Treasurer

Grace Marshall, 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 Two (2) in Block Seven (7) in Ingram-Lewis Addition to the City of Tulsa,  
Tulsa county, State of 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 EIGHT HUNDRED  
SEVENTEEN & 15/100 Dollars, with interest thereon at the rate of 8 per centum per annum,  
payable monthly from date according to the terms of one certain promissory note described  
as follows to-wit:

One Note in the sum of \$617.15 dated March 15th, 1923, payable \$25.00  
per month beginning April 15, 1923; with privilege of paying any additional amount  
at any time; signed by J. D. Judy and Mary E. Judy, his wife, and H. H. Marshall  
and Grace Marshall, his wife;

FIRST. The mortgagors represent that they have fee simple title to said land, free  
and clear of all liens and encumbrances, except ----- and hereby warrant the title  
against all persons, waiving hereby all rights of homestead exemption, and waive the ap-  
praisement 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 en-  
forcing 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 lines whether created before or  
after this date that are lawfully charged against said premises;

And will also keep all buildings erected and to be erected upon said lands, insured,  
against loss and damage by tornado and fire with insurance approved by the mortgagee herein  
in the sum of \$850.00 as a further security for said debt, and assign and deliver to the  
mortgagee all insurance upon said property to be by it collected, as its interest may appear.  
In case said mortgagors shall fail to pay any such taxes, assessments, charges, labor or  
material liens or insurance, then the holder of this mortgage and the debt secured hereby  
may pay said taxes, assessments, insurance, charges and liens, and said mortgagors agree to  
repay upon demand the full amount of said advances with interest thereon at the rate of ten  
per cent per annum from the date of such advancement and this mortgage shall be a further  
lien for the repayment thereof.

FOURTH. Mortgagors agree to pay promptly when due all interest or principal payments  
on all prior encumbrances if any upon said land, and if mortgagors or their successors in