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in Book 443, page 527

By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk

225352 U.J.

OKLAHOMA REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Jesse Hopkins and Eva Hopkins his wife, of Tulsa County, in the State of ----- 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 Fifty (50) feet of Lot Fourteen (14), Block One (1), Clover Ridge Addition to the City of Tulsa, Tulsa County 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 Seventeen Hundred & No/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 for \$1700.00 dated March 10th, 1925, payable \$40.00 per month from date, deducting interest each month from said payment and apply balance on principal until full amount is paid;

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except First Mortgage in the sum of \$1500.00 in favor of the Fidelity Investment Company, 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 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;

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 \$2500.00 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