

IN WITNESS WHEREOF, the said Chas. W. Rule has hereunto affixed his signature, on this the 23 day of February, A. D. 1923.

Charles W. Rule

STATE OF MISSOURI  
SS  
COUNTY OF GREENE

Before me, the undersigned authority, a Notary Public in and for said County and State on this 23rd day of February, 1923, personally appeared CHAS. W. RULE, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires April 25" 1925 (SEAL) Jennie C. Sumner - Notary Public.  
Filed for record at Tulsa, Tulsa County, Oklahoma, March 9th 1923 at 10:30 o'clock A. M.  
and recorded in Book 444 Page 294.

By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

223939-ACM COMPARED

REAL ESTATE MORTGAGE

TESTIMONY AND SIGNATURE  
The undersigned authority, a Notary Public in and for said County and State on this 23rd day of February, 1923, personally appeared CHAS. W. RULE, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.  
Date Filed 10 March 1923  
WAYNE L. LARNEY, County Treasurer  
a J

KNOW ALL MEN BY THESE PRESENTS: That Rosie L. Frye and Lee E. Frye her husband of Tulsa County, in the State of Oklahoma, party 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:

The Northerly Fifty (50) feet of Lot Two (2), Block Thirty-Four (34) O.T., being a plat of ground Fifty (50) feet by One Hundred Forty (140) feet, according to the Government Survey and Plat of the City of Tulsa in the above named County and State;

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 TWO THOUSAND and NO/100 Dollars, with interest thereon at the rate of 10 per centum per annum, payable semi-annually from date according to the terms of one certain promissory note described as follows, to-wit:

One Note in the sum of \$2000.00, dated March 5th 1923, payable \$100.00 monthly beginning April 1st, 1923, for eleven months; balance due March 1st, 1924;

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except one mortgage in favor of R. B. Warren; 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,