

224777-ACM COMPLETED

OKLAHOMA FIRST MORTGAGE

TRACED  
I hereby certify that I have received the sum of \$800.00 in payment of the tax on the within mortgage.  
Receipt No. 8881  
Dated this 17 day of March 1923  
WAYNE L. DICKEY, County Treasurer

THIS MORTGAGE, Made on this the Fifth day of March, 1923 by and between Mrs. Nesbitt and A. B. Nesbitt, wife and husband of Tulsa County, Oklahoma, party of the first part, and FIDELITY LAND CREDIT CO Oklahoma City, Oklahoma, party of the second part.

WITNESSETH: That for and in consideration of the sum of Eight Hundred and no/100 Dollars, cash in hand paid, the receipt of which is hereby acknowledged the said party of the first part has MORTGAGED and does hereby GRANT, BARGAIN, SELL AND MORTGAGE unto the said party of the second part, its successors and assigns, the following described tract of real estate situated in Tulsa County, Oklahoma, to-wit:

Lots One and Two of Section Four, Township Nineteen North,  
Range Fourteen East of Indian Meridian, containing 41.71 acres  
according to the United States survey thereof.

TO HAVE AND TO HOLD The same unto the said party of the second part, its successors and assigns, in fee simple forever, together with all rights and claims of Homestead Exemption, Dower and Courtesy and all improvements, privileges, appurtenances, rents, royalties, and profits thereunto belonging

WARRANTY: The said party of the first part for the said party of the first part, and for the heirs, executors and administrators of party of the first part covenant with said party of the second part, its successors or assigns that at the delivery hereof the party of the first part is lawfully seized and possessed of a fee simple title to the premises hereby conveyed, and that the party of the first part has good right to sell and convey the same as aforesaid; that the said premises are free and clear of all encumbrances; that the party of the first part will, and the heirs, executors and administrators of party of the first part shall forever warrant and defend the title to the said premises against the claims and demands of all persons whomsoever.

TAXES: The said party of the first part agrees to pay all taxes, charges or assessments levied upon said real estate, or any part thereof when the same shall become due and payable, under the laws of Oklahoma, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or assigns, and will pay all taxes levied upon said mortgage except the Registration Mortgage tax which shall be paid by the mortgagee herein, and the party of the first part shall not be entitled to any credit or offset against the sum hereby secured for taxes so paid.

INSURANCE: The said party of the first part agrees to procure and maintain Fire, Tornado and Lightning Insurance on the above described premises in such insurance companies as the mortgagee shall elect, in the sum of \$--- and said insurance policies shall be held by the said mortgagee as collateral and additional security for the payment of the notes hereby secured, and the interest thereon and all other interest of the mortgagee or assigns per herein.

Additional Advancements: It is hereby expressly agreed that if said party of the first part shall fail to pay the taxes against said premises as required by law, or fail to procure maintain and deliver the insurance as herein provided, that the mortgagee or the legal holder hereof may pay said taxes and procure said insurance, and the said mortgagee, or assigns, may also pay and discharge all liens, claims, adverse titles, and incumbrances against said premises, and the said party of the first part agrees to repay to the said mortgagee, its successors or assigns, all such sums of money so expended, together with interest thereon at the rate of 10% per annum from the time such payments are made, and until such sums and all interest due thereon have been repaid to the mortgagee, said