

State of Pennsylvania
County of Allegheny.. ss.

Before me, the undersigned Notary Public within and for said County and State, on this 20th day of February, 1923, personally appeared E. C. Bothwell, and Leonora P. Bothwell, his wife, to me known to be the identical persons who executed the within and foregoing Quitclaim Deed, and acknowledged to me that they executed the same as their free and voluntary act and deeds, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and notarial seal the day and year above written.

My commission expires Jan. 22, 1925 (SEAL) J. C. McCormick Jr., - Notary Public
Filed for record at Tulsa, Tulsa County, Oklahoma, March 22nd, 1923 at 2:10 o'clock P.M.
and recorded in Book 444 Page 486

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

225353-ACM

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS: That L. E. Hicks and Fray 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 Number Six (6) Block Number 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 for the same. This mortgage is given to secure the principal sum of Seventeen Hundred Fifty Dollars, with interest thereon at the rate of 8 per centum per annum, payable monthly annually from date according to the terms of one certain promissory note described as follows to-wit:

One certain promissory note dated March 16th 1923 for Seventeen Hundred Fifty (\$1750.00) Dollars bearing 8% interest, payable \$40.00 per month from date, deducting interest from payment and applying balance on principal until 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 one certain first mortgage to Julius Kahn as shown 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