

Gilcrease, who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

(SEAL) T. J. Eaton, Notary Public.

My commission expires Sept. 22, 1926.

Notary Public.

Filed for record in Tulsa County, Okla. on March 13, 1923, at 1:00 P.M. and duly recorded in book 445, page 210, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

224291 - BH

REAL ESTATE MORTGAGE.

Know all men by these presents: That E. D. Marsh and Pauline Marsh, 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:

THE SOUTH FIFTY (50) FEET OF THE NORTH ONE HUNDRED

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AND LOT (150) FEET OF LOT NUMBER FOURTEEN (14) BLOCK

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NUMBER ONE (1) CLOVER RIDGE ADDITION TO THE CITY OF

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with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same. This mortgage is given to secure the principal sum of nineteen hundred (\$1900.00) dollars, with interest thereon at the rate of 8 per centum per annum, payable from date according to the terms of 48 certain promissory notes described as follows, to-wit:

Forty seven (47) notes of \$35.00 each, dated January 10th, 1922,

payable as follows: the first of said notes falling due on February 10th, 1923, and one note of \$35.00 payable each and every month thereafter for forty six (46) months; and one note dated January 10th, 1923, for \$225.00, due forty eight months from date.

All of the above mentioned notes bearing interest at the rate of eight per cent (8%) per annum from date;

First: The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except one \$1500.00 first mortgage held by J. H. Osborn. and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisal 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 notes 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 and State of Oklahoma, upon said lands and tene-