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STATE OF OKLAHOMA, }
TULSA COUNTY. } ss.

Before me the undersigned, a Notary Public, in and for said County and State on this 3rd day of May, 1923, personally appeared E. L. Pierce and Carrie Pierce, his wife to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date above mentioned.

My Commission expires On the 16th day of January, 1927 (SEAL) Beulah McAllister, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 16, 1923 at 2:00 o'clock P. M. in Book 450, page 447

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

230692 C.J.

OKLAHOMA REAL ESTATE MORTGAGE **COMPAKED**

I hereby certify that I received \$102.23 and receipt No. 9523 therefor in payment of mortgage tax on the within mortgage.

Dated this 16 day of May, 1923
WAYNE L. DICKEY, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS: That W. R. Newman and Agnes A. Newman, 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 Twenty-eight (28), Block Two (2), in Carbondale, 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 Sixteen Hundred Seventy-five 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 promissory note, dated May 6th, 1923, in the sum of \$1675.00 payable \$35.00 per month from date, deducting interest from above payment and applying balance on principal until full amount is paid; bearing interest at the rate of 8 per cent per annum, payable monthly from date; said note signed by the said W. R. Newman and Agnes A. Newman, his wife, and made in favor of the Fidelity Investment Company;

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except first mortgage of \$1000.00 in favor of Julius Kahn; 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