

TREASURER'S ENDORSEMENT

I hereby certify that I received \$10.70 and issue
Receipt No. 2317 therefor in payment of mortgage
tax on the within mortgage.

Dated this 5 day of May 1923

WAYNE L. DICKEY, County Treasurer

229641 - BH

COMPARE

OKLAHOMA
REAL ESTATE MORTGAGE.

Know all men by these presents: That L. S. Appleby and Lucy Appleby, his wife and John Hodnett and Elnora Hodnett, 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 nine (9) in Block two (2) Turley addition to the City of
Tulsa, 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 Ten thousand seven hundred forty nine & 05/100 dollars with interest thereon at the rate of 10 per centum per annum, payable from maturity according to the terms of one certain promissory note described as follows, to-wit: One promissory note in the sum of ten thousand seven hundred forty nine and 05/100 (\$10,749.05) dollars, dated April 23rd, 1923, payable \$165.37 monthly beginning August 1st, 1923, and on the first day of each month thereafter until said sum is paid in full; said note signed by the said L. S. Appleby and Lucy Appleby, his wife, and John Hodnett and Elnora Hodnett, his wife; 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 \$7500.00 in favor of the Tulsa Building and Loan Association; 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, and 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 this date that are lawfully charged against said premises.

And will also keep all buildings erected and to be erected upon said lands, insured against loss and damage by tornado and fire with insurance approved by the mortgagee herein in the sum of \$11,000.00 as a further security for said debt and assign and deliver to the mortgagee all insurance upon said property to be by it collected, as its interest may appear. In case said mortgagors shall fail to pay any such taxes, assessments, charges, labor or material liens or insurance, then the holder of this mortgage and the debt secured hereby may pay said taxes, assessments, insurance, charges and liens, and said mortgagors agree to repay upon demand the full amount of said advances with interest thereon at the rate of ten per cent per annum from the date of such