

COMPARED

Overbay Bros. Binders

#233156 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Fidelity Investment Company, a corporation,  
 of Tulsa, County, Oklahoma, party Y of the first part, ha. S  
 mortgaged and hereby mortgage to Sophronia E. Schmidt  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of the South Fifty feet of the North One  
 Hundred feet of Lot Numbered Fourteen in Block  
 Numbered One in Clover Ridge Addition to the  
 City of Tulsa according to the recorded plat  
 thereof.

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Twelve Hundred fifty DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable semi annually from June 12th, 1923  
 according to the terms of one certain promissory note described as follows, to-wit:

Made by first party unto second party due June 12th, 1926.  
 First party agrees to maintain fire and tornado combine  
 policy in an amount not less than \$1250.00 on the dwelling  
 house located on above described realty with mortgage clause  
 attached in favor of second party who will hold such policy.  
 Upon any default of interest this mortgage may be at once fore-  
 closed and second party will be entitled to the possession of  
 above described realty and the rents and profits thereof to  
 be applied upon the note.

10043 172  
 13 day of June 3  
 J. E. Paymol, Secretary  
 of Fidelity Investment Company

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby  
 covenant S and agree S to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair  
 and not to commit or allow waste to be committed upon the premises. and to insure and keep insured in favor  
 of second party, buildings on said premises.  
 It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mort-  
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-  
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part Y shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, it will pay a  
 reasonable attorney's fee of One-hundred-twenty-five DOLLARS  
 which this mortgage also secures.

Part Y of the first part, for said consideration, do SS hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 12th day of June, 19 23.

(Corporate Seal)

Jake Lyons,

SEAL

Attest: J.E. Paymol, Secretary,  
 of Fidelity Investment Company,

By its Vice-President

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 12th, 1923, personally appeared Jake Lyons to me known to be the identical  
person who subscribed the name of the maker thereof to the foregoing instrument as  
xxx its vice president and acknowledged to me that he executed the same as his free

and voluntary act, and deed and as the free and voluntary act, and deed of such corporation,  
xxxxxx

My commission expires Jan'y 16, 1927 (SEAL) Boulah McAllister, Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of June A. D., 19 23  
 at 11:45 o'clock A. M. Book 439, Page 115  
 By Brady Brown Deputy. O.G. Weaver, County Clerk

(SEAL)