

#233343 NS

REAL ESTATE MORTGAGE

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

All of Lots Numbered Thirty-one and Thirty-two in Block Number Seven in Amended College View Addition to City of Tulsa, according to the recorded plat.

TREASURERS ENCLOSUREMENT
 I hereby certify that I received \$ 120 and issued
 Receipt # 10074 therefor in payment of mortgage
 tax on the following description:
 Dated this 15 day of June, 1923
 WALTER L. DODLEY, County Treasurer

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 Two Thousand 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 \$2000.00 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
foreclosed 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.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part. Y, hereby covenant, and agree, 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 hereby agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal 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 possession 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 Two Hundred _____ DOLLARS which this mortgage also secures.

Part ____ of the first part, for said consideration, do as hereby expressly waive appraisement 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)
ATTEST; J.E. Paymal, Secretary of
Fidelity Investment Company.

Jake Lyons. SEAL
By its Vice-President. SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

[illegible]

My commission expires Jan. 16, 1927. (SEAL) Beulah McAllister, Notary Public

I hereby certify that this instrument was filed for record in my office on 15 day of June A. D., 1923
at 1:30 o'clock P.M. Book 489, Page 123
By Brady Brown Deputy. O.G. Weaver County Clerk