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in Book 464, page 487

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

237303 C.J.

COMPARED

MORTGAGE OF REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That C. G. Garrett and Vera Evelyn Garrett, husband and wife, and W. M. Black and Mabel C. Black, husband and wife of the County of Tulsa State of Oklahoma, for and in consideration of the sum of Three Thousand and no/100 DOLLARS, in hand paid by the FIDELITY BUILDING AND LOAN ASSOCIATION of Shawnee, Oklahoma, incorporated under the laws of the State of Oklahoma, and having its principal office or place of business at Shawnee, in the State of Oklahoma, do hereby sell and convey unto the said FIDELITY BUILDING AND LOAN ASSOCIATION, its successors and assigns, the following described real estate, situated in the County of Tulsa and the State of Oklahoma, to-wit: Lot Seven (7) in Block three (3) of the Amended Plat of Blocks Two (2) three (3) and Seven (7) in Terrace Drive Addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the Recorded Plat thereof.

TO HAVE AND TO HOLD the above granted premises, with all the improvements and appurtenances thereunto belonging, unto the said grantee, its successors and assigns forever: And the said grantors, for themselves and their heirs, executors, administrators and assigns, covenant with the said grantee, its successors and assigns, that the said premises are free from encumbrance, and that they have good right and lawful authority to convey the same, and that they will Warrant and Defend the same against the lawful claims of all persons whatsoever.

The conditions of this mortgage are such that, Whereas, the said C.G. Garrett and Vera Evelyn Garrett, husband and wife, and W. M. Black and Mabel C. Black, husband and wife ha----assigned, transferred and set over unto the said FIDELITY BUILDING AND LOAN ASSOCIATION as a further security for the payment of the promissory note hereinafter mentioned, thirty (30) shares of Installment Stock, in Class "B" No. 2972, issued by the said FIDELITY BUILDING AND LOAN ASSOCIATION, and have executed and delivered to the said FIDELITY BUILDING AND LOAN ASSOCIATION promissory note calling for the sum of Three Thousand and no/100 DOLLARS with interest at the rate of ten per cent per annum, and a premium of 2 per cent per annum, both interest and premium payable on the 10th day of every month, until sufficient assets accumulate to pay each shareholder One Hundred Dollars per share for each share of stock held by him, according to the By-Laws of the said FIDELITY BUILDING AND LOAN ASSOCIATION, which said note is in the words and figures following, to-wit:

No. 1186

FIRST MORTGAGE REAL ESTATE NOTE

\$3000.00

Tulsa Oklahoma, July 24, 1923

For value received, or on or before ten years from date, we promise to pay to the FIDELITY BUILDING AND LOAN ASSOCIATION, a corporation organized under the laws of the State of Oklahoma, and having its office and principal place of business at Shawnee, in said State, the sum of Three Thousand and no/100 DOLLARS with interest at the rate of ten per cent per annum, and a premium of 2 per cent per annum, both interest and premium being payable at the principal office of the said FIDELITY BUILDING AND LOAN ASSOCIATION on or before the 10th day of each and every month. Any failure to pay interest or premium when due shall make principal, interest and premium due at once, and any waiver of the right to enforce payment of the same shall not prevent the payee from enforcing the right upon any recurrence of the default.

The shares of Stock in the FIDELITY BUILDING AND LOAN ASSOCIATION held by the