

State, on this 19th day of October, 1923, personally appeared M. Hughes, Trustee, to me known to be the identical person who executed the within and foregoing instrument as the Trustee of the Central Savings and Loan Association and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

(SEAL) Iva Latta, Notary Public.

My commission expires March 31, 1926.

Filed for record in Tulsa County, Okla. on Dec. 1, 1923, at 11:20 A.M. recorded in book 474, page 526, Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

245763 - BH

OKLAHOMA  
REAL ESTATE MORTGAGE.

COMPAED

Know all men by these presents; that O. R. Arthur and Nellie Arthur, 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 five (5) in block eight (8) in Elm Park additions to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof;

with all the appurtenances thereon and appurtenances thereunto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of thirty seven hundred & no/100 dollars, with interest thereon at the rate of 8 per centum per annum, payable monthly from date on deferred balance according to the terms of one certain promissory note, described as follows, to-wit: One promissory note dated November 26th, 1923, in the sum of \$2700.00 payable \$60.00 per month beginning January 1st, 1924; said note to bear interest at the rate of 8 per cent per annum from date on deferred balance, the said interest to be deducted each month from the said payment of \$60.00, the balance, to be applied on the principal each month, said note signed by the said O. R. Arthur and Nellie A. Arthur, his wife, in favor of the said 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 in the sum of two thousand dollars, as appears of record, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisement 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 of 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 or all labor and material liens whether created before or after this

RECEIVED \$162 and issued  
in payment of mortgage  
Dec. 1, 1923  
County Treasurer  
James  
Deputy