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less reasonable expenditures, to the payment of said indebtedness, and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consents, which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received, the mortgagors hereby waiving any and all damage arising by reason of the taking possession of said premises as aforesaid, and for any and all other damage or liabilities that may occur to said property when in the possession of said mortgagee; and all the covenants and agreements herein contained shall run with the land herein conveyed

This mortgage and the note and contract secured thereby shall in all respects be governed and construed by the laws of Oklahoma.

Rose Zarrow

Sam Zarrow

STATE OF OKLAHOMA,)
COUNTY OF TULSA)

Before me Fred S. Broach, a Notary Public in and for said County and State, on this 25th day of September, A. D. 1923, personally appeared Rose Zarrow and Sam Zarrow to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above set forth.

My commission expires March 10, 1925 (SEAL) Fred S. Broach, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Sept 25, 1923 at 1:30 o'clock P. M. in Book 475, page 187

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

240787 C.J.

OKLAHOMA REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS; That L. S. Appleby and Lucy B. 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 of each payment, 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 August 10th 1923, payable \$165.37 monthly beginning September 10th 1923, and on the 10th day of each month thereafter until said sum is paid in full; said note signed by the said L. S. Appleby and Lucy B. 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 & Loan Association, as appeared of record; and hereby warrant the title against