

part of the debt secured hereby remaining unpaid.

475

All money paid by said second party for insurance, taxes or assessments upon said property, and expense of continuation of abstract, and all expenses and attorney's fee incurred by said second party and assigns by reason of litigation with third parties to protect the lien of this mortgage shall be recoverable against said first party, with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable ----annually and be secured by this mortgage.

And in case of foreclosure hereof said first parties hereby agree to pay the sum of Fifty and No/100 Dollars, attorney's fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed.

And in consideration thereof, the mortgagors hereby expressly waive the benefits of the homestead laws of our State and agree that the Court in which suit in foreclosure hereon may be filed may appoint a receiver to take possession of said premises and collect the rents and profits therefrom, pending said litigation and dispossess these mortgagors.

Dated this 28th day of August 1923.

A. G. SWANSON

State of Oklahoma, )  
MUSKOGEE COUNTY ) ss.

On this 29th day of August A. D. 1923 before me, the undersigned, a Notary Public in and for said County and State, personally appeared A. G. SWANSON, a single man, to me known to be the identical person who executed the within and foregoing instrument 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.

My Commission expires July 1, 1926 (SEAL) Ruth Hubbard, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, Sept 29, 1923 at 8:30 o'clock A. M.  
in Book 475, page 264

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

241114 C.J.

TREASURER'S ENDORSEMENT

I have certified that I received \$1.60 and issued Receipt 11745 for payment of mortgage tax on the within instrument.

Dated this 29th day of Sept, 1923

W. W. Stedman, County Treasurer

Deputy

OKLAHOMA REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That H. B. Mizell and Stella Mizell, 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:

The South Fifty (50) feet of the North Two Hundred (200) feet of Lot Fourteen (14), Block One (1), Clover Ridge 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 Twenty-one Hundred Fifty No/100 Dollars, with interest thereon at the rate of 8 per centum per annum, payable monthly on deferred balance from date according to the terms of one certain promissory note described as follows to-wit:

One promissory note in the sum of Twenty-one Hundred Fifty and No/100 (\$2150.00) Dollars, dated September 25th, 1923, payable \$45.00 per month