

249295 C.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,044 and issued
 Receipt No. 13276 for payment of mortgage
 No. 100 for William Quinn, Jr.

Dated this 18 day of Jan. 1924
 W. W. Sweeney, County Treasurer

Deputy

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:

West Forty (40) Feet of the East Eighty-four (84) feet of
 Lot Four (4), Fourth Oak Grove 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 Two Hundred Forty & No/100 Dollars, with interest thereon at the rate of 10 per centum per annum, payable monthly on deferred balance according to the terms of three certain promissory notes described as follows to-wit:

One note dated January 1st, 1924 in the sum of \$90.00 bearing interest at the rate of 10% per annum, payable monthly on deferred balance; payments on the principal payable in installments of \$7.50 each, for twelve months, beginning February 1st, 1924.

One Note dated January 1st, 1924 in the sum of \$75.00, due February 1st, 1925, bearing interest at the rate of 10% per annum payable monthly.

One note dated January 1st, 1924 in the sum of \$75.00, due March 1st, 1925 bearing interest at the rate of 10% per annum payable monthly.

All of which notes are signed by the said John F. Quinn and Mary M. Quinn, his wife, and 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 mortgages as appear of record, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisalment 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 notes 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 or 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 notes 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 and all labor and material liens whether created before or after this date that are lawfully charged against said premises;

And will also keep all buildings erected and to be erected upon said lands, insured, against loss and damage by tornado and fire with insurance approved by the mortgagee herein in the sum of \$----- as a further security for said debt, and assign and deliver to the mortgagee all insurance upon said property to be by it collected, as its interest may appear. In case said mortgagors shall fail to pay any such taxes, assessments, charges, labor or material liens or insurance, then the holder of this mortgage and the debt secured hereby

OKLAHOMA REAL ESTATE MORTGAGE COMPARED

KNOW ALL MEN BY THESE PRESENTS: That John F. Quinn and Mary M. Quinn, 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