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STATE OF OKLAHOMA, Tulsa County, ss.

Before me, a Notary Public in and for said County and State on this 24th day of April, 1924, personally appeared Leo E. Liegerot, a widower, 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 April 21st 1925 (SEAL) Estelle C. Merrifield, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, May 9, 1924 at 3:15 o'clock P. M. in Book 488, page 10

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

257810 C.J.

TRUSTEES' INSTRUMENT
14847
9 May 4
S.B.

OKLAHOMA REAL ESTATE MORTGAGE COMPARED

KNOW ALL MEN BY THESE PRESENTS: That E. L. Clemishire and Gertrude Clemishire, 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 Two (2) and the South Four (4) feet of Lot One (1) Block Four (4) in Pouders-Pomeroy Second Addition to the City of Tulsa, 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-five 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 note dated April 30th, 1924, in the sum of \$2500.00, payable in monthly installments of \$50.00 per month, including interest, beginning May 30th, 1924; bearing interest at the rate of eight per cent per annum payable monthly on deferred balance; said note signed by the said E. L. Clemishire and Gertrude Clemishire, his wife, and made 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 one first mortgage in favor of Jas. B. Bragg, as appears 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 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 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 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