

be not paid within thirty (30) days from date of advancement. the holder of the note secured hereby may at any time thereafter proceed to foreclose this mortgage and all the indebtedness secured by said note shall become at once due and payable at the option of the holder thereof.

Noe Compliance with any of the agreements made herein by the mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligations or conditions, and no notice ^{of election} to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required.

FIFTH;- Grantors agree that in case default occurs upon this mortgage indebtedness or any part thereof, and suit is instituted to collect the same the sum of \$as per note as a reasonable attorneys fee in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage for default in any of its covenants. or as often as the said mortgagors or mortgagees may be made defendant in any suit affecting the title to said property which shall be and additional lien on said premises, and shall become due upon the filing or petition or cross petition or foreclosure.

SIXTH; Mortgagor further agrees that in the event action is brought to foreclose this mortgage for the purpose of collecting said indebtedness secured hereby, a receiver may be appointed by the court to take charge of the premises herein mortgaged, during the pendency of such action.

IN WITNESS WHEREOF, The said mortgagor has hereunto set its hand on the 28th day of June, A. D. 1924

(corp seal) FIDELITY INVESTMENT COMPANY

ATTEST; Beulah McAllister asst Secretary

By-Jake Lyons President

STATE OF OKLAHOMA . COUNTY OF TULSA) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of June, 1924, personally appeared Jake Lyons to me known to be the identical person who subscribed the name of the maker to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. Witness my hand and Notarial seal the day and year last above written
My commission expires April 21st. 1925 (seal) Estelle C. Merryfield Notary Public
Filed for record in Tulsa. Tulsa County. Oklahoma October 28- 1924 at 10:00 A. M. and recorded in Book 439. Page 322.

Brady Brown Deputy

(seal) O. G. Weaver County Clerk

----- TREASURER'S ENDORSEMENT -----

I hereby certify that I received \$4.32 and issued #279672, 50 therefor in payment of mortgage tax on the within mortgage.

Dated this 28 day of Oct 1924

W. W. Stuckey, County Treasurer

Deputy

OKLAHOMA REAL ESTATE MORTGAGE;

KNOW ALL MEN BY THESE PRESENTS;

That T. S. Cox, a single man of Tulsa County, in the State of Oklahoma, party of the first part, hereby

mortgage to R. E. Simpson party of the second part. the following described real estate and premises situated in Tulsa County, State of Oklahoma. to-wit;

Lot Thirteen (13) Block Seven (7) Oak Cliff Addition to the City of Tulsa. Tulsa County, Oklahoma according to the recorded plat thereof;

with all the improvements thereon and appurtenances therunto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of Sixteen Hundred & No/100 Dollars, with interest thereon at the rate of 10 per cent per annum., payable with note from date. according to the terms of one certain promissory note described as follows; to-wit;

One note dated October 21st, 1924 in favor of R.E. Simpson in the sum of \$1600.00 due in 120 days from