

debtedness or any part thereof, and suit is instituted to collect the same the sum of \$ 50.00 & 10% 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 and 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 sum shall be an additional lien on said premises, and shall become due upon the filing of 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 21st day of August, A. D. 1924.

(Corporate Seal) J. E. Paymal, Secretary.

FIDELITY INVESTMENT COMPANY
By Jake Lyons -President.

STATE OF OKLAHOMA,

TULSA COUNTY.

} ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 21st day of August, 1924, personally appeared Jake Lyons to me known to be the identical person who subscribed the name of the maker thereof 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 said corporation for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this the day and year last above written.

My commission expires January 16th, (Seal)
1927.

Beulah McAllister, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on Oct. 21, 1924 at 4:10 P. M. o'clock

recorded in book 496, page 608.

By Brady Brown, Deputy.

(Seal) O. G. Weaver, County Clerk.

270147-CW.

REAL ESTATE MORTGAGE.

THIS INDENTURE, made this 1st day of October in the year of our Lord One Thousand Nine Hundred and Twenty-four by and between Abe C. Hayes, and Eva Hayes, his wife, of the County of Tulsa and State of Oklahoma, parties of the first part, mortgagor; and the AETNA LIFE INSURANCE COMPANY, a corporation organized under the laws of the State of Connecticut, having its principal office in the City of Hartford, Connecticut, party of the second part, mortgagee;

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Twenty-four Hundred DOLLARS, to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to its successors and assigns, forever, all the following described real estate, lying and situate in the County of Tulsa and State of Oklahoma, to-wit: The East half of the Northwest quarter of Section Thirty-five, in Township Eighteen, North, of Range Fourteen, East of the Indian Meridian, Containing 80 acres, more or less.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part and to its successors and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery thereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will WARRANT AND DEFEND the same in the quiet and peaceable possession of