

COMPARED

203435 O. J.

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## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 60 and issued  
 Receipt No. 37228 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 22 day of June 1922  
 WAYNE L. DICKEY, County Treasurer

## M O R T G A G E

FOR THE CONSIDERATION OF SIX HUNDRED  
 DOLLARS Lester Keys, a single man, of  
 Muskogee County, State of Oklahoma, first  
 party, hereby mortgage and convey to GUM  
 BROTHERS COMPANY, a corporation, of Okla-

homa City, Oklahoma, second party, its successors and assigns, the following real estate,  
 situated in Tulsa County, State of Oklahoma, described as follows, to-wit:

Southeast of Northeast Quarter and North Half of Southwest Quarter of  
 Northeast Quarter of Section Seven (7), Township Twenty-two (22) North,  
 Range Thirteen (13) East of the Indian Meridian, containing 60 acres, more  
 or less.

Together with all rents and profits therefrom and all improvements and appurtenances now or  
 hereafter in anywise belonging thereto; and the said first party hereby warrants the title  
 thereto against all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein,  
 and the payment to the said GUM BROTHERS COMPANY, a corporation, its successors and assigns,  
 the principal sum of Six Hundred Dollars, according to the terms and conditions of the one  
 promissory note, made and executed by Lester Keys, party of the first part, bearing even  
 date herewith, with interest thereon, which interest is evidenced by coupon interest notes  
 thereto attached.

It is hereby further agreed and understood that this mortgage secures the payment  
 of the principal note and interest notes herein described, and all renewal, principal  
 or interest notes that may hereafter be given in the event of any extension of time for the  
 payment of said principal debt, <sup>or evidence said principal</sup> to / or the interest upon the same during the said time  
 of extension.

FIRST. The said first party shall not commit or suffer waste; shall pay all taxes  
 and assessments upon said described real property, and any taxes or assessments made upon  
 said loan or the legal holder of said note and mortgage on account of said loan, to whomso-  
 ever assessed, including personal taxes, before delinquent; shall keep the buildings there-  
 on insured to the satisfaction of said second party for at least -----Dollars,  
 delivering all policies and renewal receipts to said second party, its successors and  
 assigns; and upon satisfaction of this mortgage will accept from this mortgagee a duly exe-  
 cuted release of the same, have it recorded, and pay the cost of recording.

SECOND. A failure to comply with any of the agreements herein shall cause the  
 whole debt secured hereby to at once become due and collectable, if said second party or  
 assigns so elect, and no demand for fulfillment of conditions broken, nor notice of election  
 to consider the debt due shall be necessary previous to commencement of suit to collect  
 the debt hereby secured or any part thereof, or to foreclose this mortgage; and if suit  
 is commenced to foreclose this mortgage the second party its successors and assigns, shall  
 be entitled to have a receiver appointed to take charge of said real estate during such liti-  
 gation and period of redemption from sale thereunder, accounting to the mortgagor for the  
 net income only, applying the same in payment of any part of the debt secured hereby remain-  
 ing unpaid.

THIRD. All money paid by said second party, its successors and assigns, 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 litiga-  
 tion 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