

206404 LB

COMPARED

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 60 and issued
 Receipt No. 4231 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 12 day of Aug, 1922

WAYNE L. DICKEY, County Treasurer

Deputy

MORTGAGE

FOR THE CONSIDERATION OF Two Hundred Eighty Dollars
 Marion W. Oswalt, and Mary E. Oswalt, his wife, of
 Tulsa County, State of Oklahoma, first parties do hereby
 mortgage and convey to GUM BROTHERS COMPANY, a corpora-
 tion, of Oklanoma City, Oklanoma, second party, its
 successors and assigns, the following real estate situ-

ated in Tulsa County, State of Oklahoma, described as follows, to-wit:

The West half of the Southeast Quarter, and Southeast Quarter of the
 Southwest Quarter and Lot Seven, of Section Six, in Township Seventeen,
 North, Range Thirteen, East Indian Meridian, containing 159.44 acres
 more or less.

Subject to a prior mortgage of \$4000.00 to Aetna Life Insurance Company. Together with
 all rents and profits therefrom and all improvements and appurtenances now or hereafter
 in anywise belonging thereto; and the said first parties do hereby warrant the title
 thereto; and the said first parties do hereby warrant 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 Two Hundred Eighty Dollars, according to the terms and conditions
 of the one promissory note made and executed by said Marion W. Oswalt and Mary E. Oswalt,
 bearing even date herewith, and with interest thereon according to the terms of said
 note said note maturing on the 1st day of September, 1923.

The said first parties 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
 whomsoever assessed, including personal taxes, before delinquent, except the mortgage
 registration tax provided by the laws of the State of Oklanoma, which shall be paid by
 the mortgagee; shall keep said premises free from all judgments, mechanics' liens and
 all other statutory liens of whatsoever nature; shall pay for expense of extension of
 abstract and all expenses and attorney's fees incurred by the second party or its assigns
 by reason of litigation with third parties to protect the lien of this mortgage, and
 shall pay promptly when due the interest on or principal of any prior mortgages on said
 premises; shall keep the buildings upon said premises insured against loss by fire,
 lightning, wind storms, cyclones and tornadoes, and in such other forms of insurance
 as may be required by said second party or assigns, in an amount satisfactory to said
 second party or assigns, in insurance companies approved by said second party, deliver-
 ing all policies and renewal receipts to said second party, its successors and assigns;
 and upon satisfaction of this mortgage will accept from the mortgagee a duly executed
 release of the same, have it recorded, and pay the cost of recording.

A failure to comply with any of the agreements herein shall cause the whole debt
 secured hereby to at once become due and collectible, 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,