

the day and year last above written.

(SEAL)

Mabelle DeShetler,

My Commission expires March 22, 1925.

Notary Public.

Filed for record in Tulsa County Tulsa, Oklahoma Sept. 7th, 1922 at 3:30 O'clock P.M. Book 416 page 144.

By F. Delman Deputy

(SEAL) O. D. Lawson County Clerk

208187 GH COMPARED MORTGAGE.

For the Consideration of One Hundred Twelve Dollars Alice Smith Nee Flournoy and Homer L. Smith, her husband of Tulsa County, State of Oklahoma, first parties do hereby mortgage and convey to Gum Brothers Company, a corporation of Oklahoma 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 Quarter of Southwest Quarter, and I hereby certify that I received \$1200.00 and issued Receipt No. 4624 therefor in payment of mortgage.

South Half of Southwest Quarter of Southwest

Quarter, of Section Twenty-eight Township

Twenty-one North, Range Fourteen East of Indian

Meridian, containing 60 acres, more or less subject to a prior mortgage of \$1600.00 to Aetna Life Insurance Company.

Dated this 7th day of Sept 1922
WAYNE L. DICKEY, County Treasurer
Deputy

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 against all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein, and the payment to said Gum Brothers Company, a corporation its successors and assigns, the principal sum of one Hundred Twelve Dollars, according to the terms and conditions of the one promissory note made and executed by said Alice Smith Nee Flournoy and Homer L. Smith bearing even date herewith, and with interest thereon according to the terms of said note, said note maturing on the 1st day of November 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 Oklahoma, which shall be paid by the mortgagee; shall keep said premises free from all judgments, mechanic's 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, delivering 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.