

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

Lot Six, in Block Two, in Swan Park Addition to the city of Tulsa,
according to the recorded plat thereof.

Subject to a prior mortgage of \$5,500.00 to Gum Brothers 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 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 Seventy-five Dollars, according to the terms
and conditions of the one promissory note made and executed by said Charles Roe Keilty
and Kathryn B. Keilty, bearing even date herewith, and with interest thereon according
to the terms of said note, said note maturing on the 1st day of June 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 mort-
gage 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, 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 satis-
factory 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.

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, shall be entitled to have a receiver appointed to take charge of said
real estate during such litigation and period of redemption from sale thereunder,
accounting to the mortgagor for the net income only; applying the same in payment of a
any part of the debt secured hereby remaining unpaid.

In event of failure of said first party to keep said premises free from
judgments, mechanics' liens or other statutory liens or pay the interest on or principal
of any prior mortgage on said premises when due, or insurance premiums, taxes or assess-
ments upon said property, said second party may pay the same, together with the penal-
ties and interest thereon, and all sums so paid and the expense of continuation of
abstract and all expenses and attorney's fees incurred by second party, or its assigns,
by reason of litigation 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