

## COMPARED

213168 C. J.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 26 and issued  
 Receipt No. 5-228 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 6 day of Nov, 192 2  
 WAYNE L. DICKLEY, County Treasurer

Deputy

## M O R T G A G E

FOR THE CONSIDERATION OF Three Hundred Twenty  
 Five DOLLARS Alice S. Viger and F. G. Viger her  
 husband of Tulsa County, State of Oklahoma, first  
 parties do hereby mortgage and convey to GUM BRO-  
 THERS 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:

Easterly 30 feet of Lot One, and Westerly 35 feet of Lot Two, in  
 Block Six, in Sunset Park Addition to the City of Tulsa, According to  
 the recorded plat thereof.

Subject to a prior mortgage of \$6,500.00 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 whomever.

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 Three Hundred Twenty Five Dollars, according to the terms and con-  
 ditions of the two promissory notes made and executed by said Alice S. Viger and F.G.  
 Viger, bearing even date herewith, and with interest thereon according to the terms of  
 said note said notes maturing on the first day of April, 1925.

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 whom-  
 soever assessed, including personal taxes, before delinquent, except the mortgage regis-  
 tration 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 ab-  
 stract 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, light-  
 ning, 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.

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 as-  
 signs so elect, and no demand for fulfillment of conditions broken, nor notice of elec-  
 tion to consider the debt due shall be necessary previous to commencement of suit to col-  
 lect 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 es-  
 tate 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 any part of  
 the debt secured hereby remaining unpaid.