

(SEAL) J. G. Mitchell, Notary Public,
Shawnee County, Kansas.

Term expires February 2, 1925.

Filed in Tulsa County for record on Sept. 13, 1922. at 4:30 P.M. and duly recorded in book 428 - page 107. By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.

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COMPARED

MORTGAGE

For the consideration of One hundred twenty dollars Lillie Brown, nee Chisholm, and Jackson Brown, 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: East half of the northeast quarter of the southeast quarter, and northwest quarter of the northeast quarter of the southeast quarter, and east half of the southwest quarter of the northeast quarter of the southeast quarter of section thirteen, in township twenty one, north, range twelve, East Indian Meridian, containing 35 acres, more or less. Subject to a prior mortgage of \$1200.00 to Gum Brothers, 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 therein, and the payment to the said Gum Brothers Company, a corporation, its successors, and assigns, the principal sum of One hundred twenty dollars, according to the conditions of the one promissory note, made and executed by said Lillie Brown, nee Chisholm and Jackson Brown, bearing even date herewith, and with interest thereon, according to the terms of said note, said note maturing on the first day of November, 1923.

That 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 of 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 judgements, 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, 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, is 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