

223719 C.J.

M O R T G A G E

COMPARED

I hereby certify that I received \$206 and issued
 Receipt No. 8094 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 7 day of *March* 1923
 WAYNE L. DICKLEY, County Treasurer

FOR THE CONSIDERATION OF Three Hundred twenty-five
 DOLLARS Scott P. Bowyer, and Mabel Bowyer, his wife,
 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:

The North 50 feet of Lot Ten, in Block Sixteen, in Broadmoor Addition to
 the City of Tulsa, According to the recorded plat thereof,

subject to a prior mortgage of \$6500.00 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 Three Hundred Twenty five Dollars, according to the terms and condi-
 tions of the two promissory notes made and executed by said Scott P. Bowyer and Mabel
 Bowyer bearing even date herewith, and with interest thereon according to the terms of
 said notes the last of said notes maturing on the first 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 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 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 record-
 ed, 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 con-
 sider 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 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