

223725 TREASURER'S ENROLLMENT  
 I hereby certify that I received \$100.00 from the  
 Treasurer of the County of Tulsa, Oklahoma, for the purpose of  
 recording this mortgage.  
 Dated this 7 day of March, 1923  
 WAYNE L. DICKEY, County Treasurer  
 a g Deputy

## M O R T G A G E

FOR THE CONSIDERATION OF four hundred twenty five  
 DOLLARS David H. Aston and Elma S. Aston, 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 East 140 feet of Lot Twenty-two, in Block One, in Ridgewood Addition  
 to the City of Tulsa, According to the recorded plat thereof.

Subject to a prior mortgage of \$8500.00 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 covenants herein, and the payment to  
 the said GUM BROTHERS COMPANY, a corporation, its successors and assigns, the principal sum  
 of Four Hundred Twenty-five Dollars, according to the terms and conditions of the three  
 promissory notes made and executed by said David H. Aston and Elma S. Aston, bearing even  
 date herewith, and with interest thereon according to the terms of said notes, the last  
 of said notes maturing on the 1st 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 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, 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 re-  
 corded, 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 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 as-  
 signs, 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