

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 1.00 and issued  
Receipt No. 12877 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 30 day of 7 1923  
W. W. Stacey, County Treasurer

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Deputy

Lot fourteen in Block four, a subdivision of a part of block  
five, in Terrace Drive addition to the City of Tulsa, according  
to the recorded plat thereof,

Subject to a prior mortgage of \$8,000.00 to Gum Brothers Company.

Together with all rents and profits therefrom and all improvements <sup>and improvements</sup> 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 four hundred dollars, according to the terms and condition s  
of the two promissory notes made and executed by said Ross Simpson and Mary E. Simpson,  
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 January, 1924.

The <sup>said</sup> 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 whomso-  
ever assessed, including personal taxes, before delinquent, except the mortgage registrat-  
ion 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 premiss; shall keep the build-  
ings 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 her in 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  
comenced 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, account 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 judgements,  
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 assessments  
upon said property, said second party may pay the same, together with the penalties 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 interest at the