and State, personally appeared A. E. Barrus to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written. My commission expires Sept 14, 1926 (SEAL) E. G. Cunningham, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, Sept 29, 1923 at 10:15 o'clock A. M.

(SEAL)

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241100 C.J. TREASTREP'S FUDDRSEMENT I have county that is used and issued Reca. 1750 a general of montgorge tax on the county of the Color of the Second Longe to Color of the Second of The Second We counted the Color of the Second of The Second Deputy

MORTGAGE FOR THE CONSIDERATION OF One Hundred and N6/100 DOLLARS A. G. SWANSON, a single man, of Muskogee County, State of Oklahoma, first party, hereby mortgage, grant, bargain, sell and convey to J. C. Culbertson of Muskogee, Okla., segond party, the

O. G. Weaver, County Clerk

following described real estate, situated in Tulsa County, State of Oklahoma, described as follows, to-wit:

Southwest Quarter of Northeast Quarter and Lot Two (2), Section Four (4), Township Twenty-one (21) North, Range Thirteen (13) East of theIndian

Base and Meridian,

in Book 475, page 263

By Brady Brown, Deputy

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Together with all rents and profits therefrom and all improvements and appurtenances now or hereafter in anywise belonging thereto; and the said first party hereby warrants the title thereto against all persons whomsoever.

This mortgage is given as security for the performance of the covenents herein, and the payment to said second party, heirs or assigns, the principal sum of Fifty and No/100 Dollars on the first day of September 1924

Fifty and No/100 Dollars on the first day of September 1925

with interest thereon at the rate of pil per cent per annum until maturity, and ten per cent per annum after maturity, said interest to be paid ----- annually, principal and interest payable at Office of Culbertson & Tomm, Muskogee, Okla., according to the conditions of the two promissory notes of the said A. G. Swanson for said amount, made and delivered unto said second party, being of even date herewith, and due as above stated.

The said first party 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; shall keep the buildings thereon insured to the satisfaction of said second party for at least Insurable value delivering all policies and renewal receipts to said second party; 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 collectable, 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 commenced to foreclose this mortgage the second party 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