

257255

C.J. Tax paid on

Pence Intg. \$24000.00

THIRTEEN DOLLARS

and issued

998750

14 MAY 1928

Deputy

MORTGAGE

CONVEYANCE

FOR THE CONSIDERATION OF EIGHTEEN HUNDRED DOLLARS Stella Drennan, and Reginal E. Drennan, 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:

A part of Lot Three, in Block One Hundred Fifty-eight, in The Original Town of Tulsa more particularly described as follows: Beginning at the southeasterly corner of said Lot 3, thence running in a Northwesterly direction along the Easterly line of said Lot 3, a distance of 80.6 feet; Thence at right angles in a Southwesterly direction parallel with the Northerly line of said lot a distance of 45 feet; Thence in a southeasterly direction to a point in the South line of said lot which is 48 feet West from the point of beginning. Thence East along the South line of said lot to the point of beginning, according to the recorded plat thereof.

Subject to an unpaid balance amounting to \$18,200.00 of a first mortgage \$24,000.00 to Gum Brothers Company, and assigned to the Guardian Life Insurance 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 Eighteen Hundred Dollars, according to the terms and conditions of the one promissory note made and executed by said Stella Drennan and Reginal E. Drennan, bearing even date herewith, and with interest thereon according to the terms of said note, said note maturing on the 1st day of May, 1928.

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 of 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, 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, its successors and assigns, shall be entitled to have a receiver