

263640 C.J.

## TREASURER'S ENDORSEMENT

I have received \$100.00 and issued  
 12880

23 July 1924  
 W. J. Courtney  
 Treasurer

## MORTGAGE

FOR THE CONSIDERATION OF Three Hundred Dollars  
 Minnie M. Courtney and Roy T. Courtney, her husband,  
 of Tulsa County, State of Oklahoma, first parties  
 do hereby mortgage and convey to GUM BROTHERS COM-  
 PANY, a corporation, of Oklahoma City, Oklahoma,  
 second party, its successors and assigns, the follow-

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

Lot Twenty, and the South 22 feet of Lot Twenty-one, in  
 Block Eleven, in Park Hill Addition to the City of Tulsa,  
 According to the recorded plat thereof,

Subject to a prior mortgage of \$5000.00 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 Dollars, according to the terms and conditions of the one  
 promissory note made and executed by said Minnie M. Courtney and Roy T. Courtney bearing  
 even date herewith, and with interest thereon according to the terms of said note, said note  
 maturing on the 1st day of October, 1924.

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 at-  
 torney'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 pre-  
 mises 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  
 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  
 mortgage on said premises when due, or insurance premiums, taxes or assessments upon said property,