

set forth.

George Nichols, Notary Public.

SEAL) My commission expires February, 1st, 1910.

Filed for record at Tulsa, Okla., Jan. 16, 1909, at 2.05 P. M.

H. C. Walkley, Register of Deeds (SEAL)

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M O R T G A G E.

FOR THE CONSIDERATION OF TWO HUNDRED TWENTY DOLLARS, the receipt of which is hereby acknowledged, Lena L. Brown and J. B. Brown, her husband, of Tulsa County, State of Oklahoma, first party, hereby mortgage and convey to N. B. Edwards of Bixby, Okla., party of the second part, the following real estate situated in Tulsa County, State of Oklahoma, described as follows, to wit:

The South West Quarter of the South East Quarter of Section Twenty Four, Township Seventeen (17) Range 12 East (SW $\frac{1}{4}$ of SE $\frac{1}{4}$ S 24 R 12 East) together with all rents and profits therefrom and all improvements, 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 covenants herein, and the payment to said second party, successors or assigns the principal sum of Two Hundred Twenty Dollars on the 15th, day of March, 1909

with interest thereon at ten per cent per annum after maturity, and at ten per cent per annum after maturity, said interest to be paid annually, principal and interest payable at the office of according to the conditions of the one promissory note of the said Lena L. Brown and J. B. Brown, 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 property, to whomsoever assessed, including personal taxes, before delinquent; shall keep the buildings thereon insured to the satisfaction of said second party for at least Dollars, delivering all policies and renewal receipts to said second party, and upon the satisfaction of this mortgage, will accept from the mortgagee a duly executed release of the same, have it recorded and pay for the 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 in case of default said second party may take immediate possession of said premises; and if suit is commenced to foreclose this mortgage, the said second party shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and the period of redemption of 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, and upon Sheriff's sale said first party waives the platting of homestead and agrees that said land may be sold in one body. All money paid by second party for insurance, taxes or assessments upon said property, or for taxes which may hereafter be levied upon this mortgage, and expenses of continuation of abstract, and all expenses and attorney's fees incurred by said second party and assigns by reason of litigation with third parties to protect the lien of this mortgage, shall be recoverable against said first party