

ment as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

My commission expires June 4th 1924

(SEAL)

R. D. Siegfried, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 8, 1922 at 8:30 o'clock A. M. in

Book 406, page 575

By M. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk

204004 C. J.

COMPARED

MORTGAGE

THIS MORTGAGE, made this 5th day of July 1922, between Elmer E. Shaffer and Mamie J. Shaffer, his wife, of Tulsa County, State of Oklahoma, parties of the first part, mortgagees, and GUM BROTHERS COMPANY, a corporation, of Oklahoma, City, Oklahoma, party of the second part, mortgagor.

WITNESSETH, that said parties of the first part, for and in consideration of the sum of thirty five Hundred Dollars (\$35.00) in hand paid by the party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey and mortgage unto the said party of the second part, its successors and assigns, forever, all the following described real estate, situated in Tulsa County and State of Oklahoma, to-wit:

Lot thirty-four, in Block Two, A Subdivision of part of Block Five, of Terrace Drive Addition to Tulsa, According to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, together with all rents and profits therefrom, and with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to its successors and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances; that they have a good right and authority to convey and encumber the same; and that they will WARRANT AND DEFEND the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the claims of all persons whomsoever.

This conveyance is intended as a mortgage, and is given as security for the performance of the covenants herein, and the payment to said GUM BROTHERS COMPANY, its successors or assigns of the principal sum of Thirty Five Hundred Dollars, payable as follows:

\$100. on the 1st day of January, 1923; \$100. on the 1st day of July, 1923;

100. on the 1st day of January, 1924; 100. on the 1st day of July, 1924;

100. on the 1st day of January, 1925; 100. on the 1st day of July, 1925;

100. on the 1st day of January, 1926; 100. on the 1st day of July, 1926;

100. on the 1st day of January, 1927; 2500. on the 1st day of July, 1927;

according to the terms and conditions of the one promissory note made and executed by Elmer E. Shaffer and Mamie J. Shaffer parties of the first part, bearing even date herewith, with interest thereon from date at the rate of seven per cent per annum, payable semi annually, and with interest after maturity at the rate of ten per cent per annum, as provided in said notes.

And it is hereby further agreed and understood that this mortgage secures the payment of all renewal, principal or interest notes that may hereafter be given in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.