

COMPARED

204297 C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$2700 and issued Receipt No. 260 therefor in payment of mortgage tax on the within mortgage.

Dated this 16 day of July 1922

WAYNE L. DICKEY, County Treasurer

Deputy

MORTGAGE

THIS INDENTURE, Made this 5th day of July 1922, between Henry C. Brockman, and Nellie C. Brockman, his wife, of Tulsa County, State of Oklahoma, parties of the first part, mortgagors, and GUM BROTHERS COMPANY, a corporation, of Oklahoma City,

Oklahoma, party of the second part, mortgagee.

WITNESSETH, That said parties of the first part, for and in consideration of the sum of one Hundred Thousand Dollars, to them 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 Six and North half of Lot Five, in Block One Hundred Ninety, in Original Townsite of Tulsa, Oklahoma, 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 therunto 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.

The 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 One Hundred Thousand Dollars, payable as follows:

\$3000. on the 1st day of January, 1923; \$3000. on the 1st day of July, 1923;

3000. on the 1st day of January, 1924; 3000. on the 1st day of July, 1924;

3000. on the 1st day of January, 1925; 3000. on the 1st day of July, 1925;

3000. on the 1st day of January, 1926; 3000. on the 1st day of July, 1926;

3000. on the 1st day of January, 1927; 73000. on the 1st day of July, 1927;

according to the terms and conditions of the one promissory note made and executed by Henry C. Brockman and Nellie C. Brockman 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.

IT IS HEREBY AGREED that all covenants and stipulations in these presents contained shall bind the heirs, executors, administrators and assigns of the mortgagors and shall inure to the benefit of and be available to the mortgagee and assigns of the mortgagee. It is further agreed that granting any extension or extensions of time for payment of said note either to the makers or to any other person or persons for whom or for which any additional security for payment is given, in whole or in part, shall be deemed to be a breach of the covenants