

206926 C. J. COMPARED  
TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 324 and issued  
Receipt No. 1357 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 19 day of Aug, 1927

WAYNE L. DICKEY, County Treasurer

M O R T G A G E

THIS INDENTURE, Made this Twelfth day of August,  
1922, between Goldie E. Marcus, and James J.  
Marcus, her husband, of Tulsa County, State of Okla-  
homa, 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 Forty Five Hundred 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 as-  
signs forever, all the following described real estate, situated in Tulsa County and  
State of Oklahoma, to-wit:

The West 40 feet of Lots One and Two, and the East 10 feet of the Vacated  
Alley adjoining said lots, in Block Five, of Orcutt Addition to the  
City 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 thereunto be-  
longing, 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 succes-  
sors and assigns, forever, against the claims of all persons whomsoever.

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

\$150 on the 1st day of Feb. 1923;	150 on the 1st day of Aug. 1923;
150 on the 1st day of Feb. 1924;	150 on the 1st day of Aug. 1924;
150 on the 1st day of Feb. 1925;	150 on the 1st day of Aug. 1925;
150 on the 1st day of Feb. 1926;	150 on the 1st day of Aug. 1926;
150 on the 1st day of Feb. 1927;	3150 on the 1st day of Aug. 1927;

*of the one promissory note made and executed by Goldie E. Marcus*  
according to the terms and conditions and James J. Marcus parties of the first part, bear-  
ing 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 contain-  
ed shall bind the heirs, executors, administrators and assigns of the mortgagor and shall  
inure to the benefit of and be available to the successors and assigns of the Mortgagee.  
It is further agreed that granting any extension or extensions of time of payment of said  
note either to the makers or to any other person, or taking of other or additional security