

## MORTGAGE RECORD No. 425

BLACK PRINTING CO. TULSA

225972 C.M.J.

FROM

GUM BROTHERS COMPANY  
TULSA, OKLAHOMA

STATE OF OKLAHOMA, TULSA COUNTY ss.

This instrument was filed for record on the 28 day  
of March A. D. 1923 at 4:05  
O'clock P. M., and duly recorded in Book 425 at page 157(SEAL) O. G. Weaver,  
By Brady Brown, County Clerk.  
Fees DeputyTHIS INDENTURE, Made this 27th day of March, 1923  
between Jean C. Heald and Merl J. Heald, her husband,of Tulsa County, State of Oklahoma, part<sup>1st</sup> of the first part, mortgagor<sup>s</sup> and GUM BROTHERS COM-  
PANY, a corporation, of Oklahoma City, Oklahoma, party of the second part, mortgagee;  
WITNESSETH, That said part<sup>1st</sup> of the first part, for and in consideration of the sum of  
Nine Thousand Dollars,  
to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, do hereby 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:The East 70 feet of Lot Eight, in Block Three, in  
Maple Heights Addition to the city of Tulsa, according  
to the recorded plat thereof.

RECEIVED TULSA COUNTY CLERK  
 11th day of April 1923  
 Receipt \$ 8506  
 tax on the value of \$ 756  
 Paid this 28th day of March 1923  
 WAYNE L. DUBBY, County Treasurer  
 49

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 part<sup>1st</sup> of the first part do hereby covenant and  
 agree that at the delivery hereof they are the lawful owner<sup>s</sup> 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 whosoever.

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  
 Nine Thousand Dollars, payable as follows:

\$ 300. on the 1st day of October, 1923;	\$300. on the 1st day of April, 1924;
300. on the 1st day of October, 1924;	300. on the 1st day of April, 1925;
300. on the 1st day of October, 1925;	300. on the 1st day of April, 1926;
300. on the 1st day of October, 1926;	300. on the 1st day of April, 1927;
300. on the 1st day of October, 1927;	6,300. on the 1st day of April, 1928;

according to the terms and conditions of the one promissory note made and executed by  
 Jean C. Heald and Merl J. Heald part<sup>1st</sup> of the first part, bearing even date  
 herewith, with interest thereon from date at the rate of 6 $\frac{1}{2}$  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 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 maker or to any other person,  
 or taking of other or additional security for payment thereof, or waiver of or failure to exercise any right to mature the whole debt under  
 any covenant or stipulation herein contained shall not in any wise affect this mortgage nor the rights of the Mortgagee hereunder, nor  
 operate as a release from any personal liability upon said note nor under any covenant or stipulation herein contained. And further  
 the Mortgagor do hereby expressly covenant, stipulate and agree as follows