

## MORTGAGE RECORD No. 425

BLACK PRINTING CO., TULSA

227719 C.M.J.

FROM

GUM BROTHERS COMPANY  
TULSA, OKLAHOMA

STATE OF OKLAHOMA, TULSA COUNTY, ss.

This instrument was filed for record on the 16 day  
of April A. D. 1923 at 3:30  
O'clock P. M., and duly recorded in Book 425 at page 172(SEAL) O. G. Weaver, County Clerk.  
By Brady Brown, Deputy  
FeesTHIS INDENTURE, Made this 14th day of April, 1923  
between Noah O. Horning and Florence A. Horning, his wife,of Tulsa County, State of Oklahoma, part 108 of the first part, mortgagor, and GUM BROTHERS COM-  
PANY, a corporation, of Oklahoma City, Oklahoma, party of the second part, mortgagee:WITNESSETH, That said part 108 of the first part, for and in consideration of the sum of  
Three 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 Ten, in Block Nine, in Wakefield Addition to  
the City of Tulsa, According to the recorded plat  
thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 204 and issued  
Receipt No. 8890 therefor in payment of mortgage  
tax on the within mortgage.Dated this 16 day of April, 1923  
WAYNE L. LICK, County Treasurer

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 108 of the first part do hereby covenant and  
agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of  
a good and indefeasible estate of inheritance therein, free and clear of all encumbrances; that he has 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  
Three Thousand Dollars, payable as follows:

\$ 100. on the 1st day of October, 1923;	\$ 100. on the 1st day of April, 1924;
100. on the 1st day of October, 1924;	100. on the 1st day of April, 1925;
100. on the 1st day of October, 1925;	100. on the 1st day of April, 1926;
100. on the 1st day of October, 1926;	100. on the 1st day of April, 1927;
100. on the 1st day of October, 1927;	2,100. on the 1st day of April, 1928;

according to the terms and conditions of the one promissory note made and executed by Noah O. Horning and  
Florence A. Horning part 108 of the first part, bearing even date  
herewith, with interest thereon from date at the rate of 6 1/2 per cent per annum payable semiannually, 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