

## MORTGAGE RECORD No. 425

BLACK PRINTING CO., TULSA

238951 O.M.J.

FROM

GUM BROTHERS COMPANY  
TULSA, OKLAHOMA

STATE OF OKLAHOMA, TULSA COUNTY ss.

This instrument was filed for record on the 28<sup>th</sup> day of August A. D. 1923 at 3:20 O'clock P. M., and duly recorded in Book 425 at page 248

O. G. Weaver,

(SEAL)

County Clerk.

By

Brady Brown,

Deputy

Fees

THIS INDENTURE, Made this 27<sup>th</sup> day of August, 1923, between Ruby Mae Levy and Ben H. Levy, her husband,

of Tulsa County, State of Oklahoma, parties of the first part, mortgagor, 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 Thirty-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 assigns forever, all the following described real estate, situated in Tulsa County and State of Oklahoma, to-wit:

Lot Five, in Block Three, in Cody & Holloway Addition to the city of Tulsa, according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$2,774 and issued Receipt No. 11299 therefor in payment of mortgage tax on the within mortgage.

Dated this 28 day of Aug. 1923

W. W. Stackey, County Treasurer

Deputy

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 owner, 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 Feb. 1924;	\$100. on the 1st day of Aug. 1924;
100. on the 1st day of Feb. 1925;	100. on the 1st day of Aug. 1925;
100. on the 1st day of Feb. 1926;	100. on the 1st day of Aug. 1926;
100. on the 1st day of Feb. 1927;	100. on the 1st day of Aug. 1927;
100. on the 1st day of Feb. 1928;	2,500. on the 1st day of Aug. 1928;

according to the terms and conditions of the one promissory note made and executed by Ruby Mae Levy and Ben H. Levy parties 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