

## MORTGAGE RECORD No. 425

BLACK PRINTING CO. TULSA

239994 C.M.J.

FROM

GUM BROTHERS COMPANY  
TULSA, OKLAHOMA

STATE OF OKLAHOMA, TULSA COUNTY ss.

This instrument was filed for record on the 13 day  
of Sept. A.D. 1923 at 4:05  
O'clock P.M. and duly recorded in Book 425 at page 256.(SEAL) O. G. Weaver, County Clerk.  
By Brady Brown, Deputy  
Fees

THIS INDENTURE, Made this 10th day of August, 1923,  
between James M. Gillette and Minnie M. Gillette, his wife,  
of Tulsa County, State of Oklahoma, part 1st 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 1st of the first part, for and in consideration of the sum of  
Fifty-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:

The West 60 feet of the North 140 feet of Lot Thirteen, in  
Block Five, in Terrace Drive Addition to the city of Tulsa,  
according to the recorded plat thereof.

#238247.  
State of Oklahoma, )  
Tulsa County. ) ss.

This instrument was filed for record in my office on the 17 day  
of Aug. A.D. 1923 at 3:00 o'clock P.M. and duly recorded in Vo. 425,  
at page 239.

(Seal)

O. G. Weaver, County Clerk.  
By Brady Brown, Deputy.

## TREASURER'S ENDORSEMENT

I hereby certify that the above instrument was duly  
Recorded in Book 425 at page 239 and is a valid mortgage  
tax on the within mortgage.

Dated this 17 day of Aug. 1923  
W. W. Smiley, 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 1st 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  
Fifty-five Hundred Dollars, payable as follows:

\$150. on the 1st day of March, 1924;	\$150. on the 1st day of Sept. 1924;
150. on the 1st day of March, 1925;	150. on the 1st day of Sept. 1925;
150. on the 1st day of March, 1926;	150. on the 1st day of Sept. 1926;
150. on the 1st day of March, 1927;	150. on the 1st day of Sept. 1927;
150. on the 1st day of March, 1928;	4,150. on the 1st day of Sept. 1928;

#1.  
STATE OF OKLAHOMA, )  
County of Tulsa. ) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this  
13th day of September, 1923, personally appeared Maybird Legg and Edward C. Legg, her husband  
to me known to be the identical persons who executed the within and foregoing instrument,  
and acknowledged to me that they executed the same as their free and voluntary act and  
deed, for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires Jan. 2, 1927. (Seal)

Nora Taliaferro, Notary Public.

according to the terms and conditions of the one promissory note made and executed by  
James M. Gillette and Minnie M. Gillette and Edward C. Legg and Maybird Legg, part 1st 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 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