

## MORTGAGE RECORD No. 425

BLACK PRINTING CO. TULSA  
245682 C.M.J.

FROM

GUM BROTHERS COMPANY  
TULSA, OKLAHOMA

STATE OF OKLAHOMA, TULSA COUNTY ss.

This instrument was filed for record on the 30 day  
of Nov. A. D. 1923 at 2:40  
O'clock P. M., and duly recorded in Book 425 at page 283(SEAL) O. G. Weaver  
By Brady Brown, County Clerk.  
Fees DeputyTHIS INDENTURE, Made this 27th day of November, 1923  
between Charles C. Weber, and Pearl Weber, his wife,of Tulsa County, State of Oklahoma, part 188 of the first part, mortgagor, and GUM BROTHERS COMPANY, a corporation, of Oklahoma City, Oklahoma, party of the second part, mortgagee:  
WITNESSETH, That said part 188 of the first part, for and in consideration of the sum of  
Ten 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:The Southeasterly 50 feet of Lot Two, in Block One Hundred Ninety-five,  
in the Original town of Tulsa, more particularly described as follows:

Beginning at the Southeasterly corner of said Lot 2, in Block 195, in the Original town of Tulsa, at the point where the Southeasterly line of said lot intersects with the Southwesterly line of Boston Avenue; thence running Northwesterly along the Northeastery line of said Lot 2, a distance of 50 feet; thence Southwesterly parallel with the Southeasterly lot line of said Lot and at right angles with said Boston Avenue a distance of 140 feet to the Southwesterly line of said Lot 2; thence Southeasterly along the Southwesterly line of said Lot 2 a distance of 50 feet to the Southwesterly corner of said Lot 2; thence Northeastery along the Southeasterly line of said Lot 2 a distance of 140 feet, to the place of beginning, according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$6,200 and issued  
Receipt No. 12723 in full payment of mortgageTax Certificate No. 12723  
Dated 30 Nov 1923

W. W. Weaver, 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 part 188 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  
Ten Thousand Dollars, payable as follows:

|                                     |  |
|-------------------------------------|--|
| \$500. on the 1st day of May, 1924; | \$500. on the 1st day of November, 1924; |
| 500. on the 1st day of May, 1925;   | 500. on the 1st day of November, 1925;   |
| 500. on the 1st day of May, 1926;   | 500. on the 1st day of November, 1926;   |
| 500. on the 1st day of May, 1927;   | 500. on the 1st day of November, 1927;   |
| 500. on the 1st day of May, 1928;   | 5,500. on the 1st day of November, 1928; |

according to the terms and conditions of the 009 promissory note made and executed by  
Charles C. Weber and Pearl Weber part 188 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