

MORTGAGE RECORD No. 425

BLACK PRINTING CO. - TULSA

COMPARED
FROMGUM BROTHERS COMPANY
TULSA, OKLAHOMA

STATE OF OKLAHOMA, TULSA COUNTY ss.

This instrument was filed for record on the 2nd day
of Jan, A. D. 1922 at 3.20
O'clock P. M., and duly recorded in Book 425 at page 76(SEAL) O. G. Weaver County Clerk.
By Brady Brown Deputy
Fees _____THIS INDENTURE, Made this 13th day of December, 1922
between Benjamin H. May and Mary May, his wife,of Oklahoma County, State of Oklahoma, part 1st of the first part, mortgagor S., and GUM BROTHERS COM-
PANY, 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
Seventy 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 Northerly 25 feet of Lot Six, and the Southerly 25 feet of Lot Seven, in Block One Hundred Forty-eight of the City of Tulsa, according to the recorded plat of said City, comprising a rectangular shaped piece of land having a frontage of Fifty feet on Main Street, by a depth of One Hundred Forty Feet to an alley and more particularly described as follows:
Beginning at a point on the Easterly line of Main Street, distant One Hundred Twenty-five feet (125) North from the Notherly line of Sixth Street; thence running in a Northerly direction along and with the Easterly line of Main Street a distance of Fifty feet (50') thence in an Easterly direction and at right angles to Main Street a distance of One Hundred Forty feet (140') to the Westerly line of an alley running through said Block; thence in a Southerly direction along and with the Westerly line of said alley a distance of Fifty feet (50') thence in a Westerly direction and at right angles to Main Street a distance of One Hundred Forty feet (140') to the East line of Main Street the place of beginning. All in City of Tulsa, According to official plat thereof.

TREASURER'S ENFORCEMENT

I hereby certify that I received \$63.50 and issued
Receipt No. 7164 therefor in payment of mortgage
tax on the within mortgage.Dated this 2 day of Jan, 1922

WAYNE L. DICKEY, 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 S. 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 Seventy Thousand Dollars, payable as follows:

\$3500.00 on the first day of January 1924;
3500.00 on the first day of January 1925;
3500.00 on the first day of January 1926;
3500.00 on the first day of January 1927;
56,000.00 on the first day of January 1928; ✓

according to the terms and conditions of the One promissory note made and executed by Benjamin H. May and Mary May parties of the first part, bearing even date herewith, with interest thereon from date at the rate of Six 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 S. do hereby expressly covenant, stipulate and agree as follows