

In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

My commission expires March 13, 1926.

(SEAL) Ruby Mansfield, Notary Public.

Filed for record in Tulsa County, Okla. on Sept. 23, 1922. at 1.10 P.M. and duly recorded in book 428 - page 273. By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.

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MORTGAGE

This indenture, made this 16th day of September, 1922, between Anita F. James and Frank E. James, her husband of Tulsa County, State of Oklahoma, parties of the first part, mortgagors, 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 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 and convey 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 42 feet of lot five and all of lot six in Block three, in Maple Ridge addition to the City of Tulsa, according to the recorded plat thereof.

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 any wise 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 owners 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:

\$300. on the 1st day of March, 1923;	\$300. on the 1st day of Sept. 1923
300. on the 1st day of March, 1924;	300. on the 1st day of Sept. 1924
300. on the 1st day of March, 1925	300. on the 1st day of Sept. 1925
300. on the 1st day of March 1926,	300. on the 1st day of Sept. 1926
300. On the 1st day of March 1927, 17 300.	on the 1st day of Sept. 1927

according to the terms and conditions of the one promissory note made and executed by Anita F. James and Frank ^E James, parties of the first part, bearing even date here with, with interest thereon from date at the rate of seven 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 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 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