

228512 C.J. [COMPARED

## EXTENSION OF THE TIME OF PAYMENT OF MORTGAGE

THIS INDENTURE made this 31st. day of March A. D. 1921 between J. F. Maiera of Tulsa, Oklahoma, the owner and holder of a certain leasehold mortgage executed by D. D. Shields and Augusta Shields, his wife, to said J. F. Maiera, on the 1st. day of April A. D. 1916, and filed in the office of the County Clerk of Tulsa County, Oklahoma on the -----day of----- and recorded in Book----- page -----, party of the first part, and D. D. Shields the present owner of the equity of redemption of the estate described in said mortgage, of the second part, WITNESSETH:

That said party of the first part, for himself and his executors, administrators, heirs and assigns, covenant with the party of the second part his heirs, executors and assigns, will not, before the 1st. day of April 1922, demand payment of the principal sum secured by said leasehold mortgage now remaining due, and that the non-payment thereof before said day shall not be deemed to constitute a breach of the conditions of said mortgage; provided, however, that from the 1st. day of April 1921 until the 1st. day of April 1922, the interest on said principal sum shall be paid semi-annually at the rate of eight per cent (8%) per annum; that all taxes and assessments to whomsoever laid or assessed, and whether on the mortgaged premises or any interest therein, or on the debt secured by said mortgage, shall be paid by second party, or his representatives, and that all other things shall be done which were to be done on the part of the mortgagors or their representatives during the term mentioned therein.

And this indenture further witnesseth that the said second party, for himself and his heirs and assigns, covenant with the said first party, his executors, administrators, heirs and assigns, that he, said second party, or his heirs or assigns, that he will not, prior to the said 1st. day of April A.D. 1922 require the holder of said mortgage to receive payment of the principal sum secured thereby; and that he will pay the said principal sum and interest thereon and the taxes and assessments as above provided and will pay interest at the same rate as aforesaid, and said taxes and assessments for any further time than above agreed upon during which said principal sum may remain unpaid, privilege is given second party to pay off said mortgage any time on or before the 1st day of April 1922.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

J. F. Maiera

Party of the first part.

D. D. Shields

Party of the Second part.

State of Oklahoma, )  
County of Tulsa, ) SS.

Before me the undersigned a Notary Public in and for said County and State, on this 31st. day of March A.D. 1921, personally appeared J. F. Maiera, to me known to be the identical person who executed the above and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires May 21, 1923

(SEAL)

Fred D. Oiler, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, April 24, 1923 at 3:20 o'clock P. M.

in Book 450, page 188

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk