

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 25th day of November A. D. 1907, between Anna X Bedford Godwin of Tulsa Okla and Anna Godwin his wife, and O. E. Fitz of Tulsa Okla, witnesseth, that

WHEREAS, the said Anna X Bedford Godwin is justly indebted to the said O. E. Fitz in the sum of Two Hundred Dollars, (\$ 200⁰⁰), which is evidenced by their certain promissory note of even date herewith, to-wit:

One note due Jan. 25th, 1907, for \$ 2.00⁰⁰; one note due 190

One note due 190, for \$ 190, for \$ 190, and one note due 190, for \$ 190

NOW THEREFORE, the said Anna X Bedford Godwin, and Anna Godwin, his wife, for the better securing the payment of the money aforesaid, with interest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said O. E. Fitz, his heirs and assigns forever, the following described real estate, to-wit:

Lot five (5) in Block two (2) in Hodge addition to Tulsa Oklahoma

with all the improvements thereon at the present time, or that hereafter may be placed thereon, together with all the privileges and appurtenances thereto belonging.

TO HAVE AND TO HOLD, the above granted, bargained, and described premises unto the said O. E. Fitz, his heirs and assigns and unto their own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part — of the first part, covenant and agree with the said part — of the second part, to keep the improvements on the said property at all times in a state of good repair and constantly insured for the benefit of the said part — of the second part, — heirs and assigns, in one or more insurance companies satisfactory to the said part — of the second part, against fire, lightning or tornadoes. Should the part — of the first part make default in the performance of any of these stipulations, the said part — of the second part may immediately perform and discharge the same, and all accounts so expended by the said part — of the second part, heirs or assigns, in paying said taxes, insurance premiums, liens or special assessments or in protecting said title, or making said repairs, shall become a debt due in addition to the indebtedness aforesaid, and secured in like manner by this mortgage, and shall bear interest from the time of the payment thereof at the rate of eight per cent per annum payable on demand.

And for the consideration aforesaid, and for divers other good and valuable considerations, I, Anna Godwin, wife of said Bedford Godwin, do hereby release and quit-claim unto the said O. E. Fitz, his heirs and assigns, all my right, claim, or possibility of dower in and out of the afore described premises.

CONDITIONED, However, that if the said Anna X Bedford Godwin, their heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said O. E. Fitz, his executors, administrators, or assigns, the aforesaid sum — of money, with interest thereon, according to the tenor of said note —, then this instrument shall be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, we have hereunto set our hand s on this the day and year first above written.

Anna Godwin (L. S.)

Bedford Godwin (L. S.)

UNITED STATES OF AMERICA.
WESTERN DISTRICT
INDIAN TERRITORY,

ss. State of Oklahoma
County of Tulsa

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the above state County District of Indian Territory aforesaid, duly commissioned and acting Anna X Bedford Godwin to me known as the mortgagor s in the foregoing instrument, and stated that the y had executed the same for the consideration and purposes therein mentioned and set forth.

And on the same day voluntarily appeared before me, the said Anna Godwin wife of said Bedford Godwin to me well known, and in the absence of her said husband declared that she had, of her own free will, executed said deed and signed and sealed the relinquishment of dower and homestead in said mortgage for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary on this 19th day of December 1907

My commission expires May 14th, 1911 1907

[SEAL]

C. D. Coggeshall
Notary Public.

Filed for Record Dec 20 1907 at 3⁰⁰ o'clock P. M.

H. C. Walker
Deputy Clerk & Ex-Officio Recorder.
Reggie Woods Seal