

Francis A. Godwin To John E. Lay

This Indenture, Made this 11<sup>th</sup> day of March A. D. 1908, between Francis A. Godwin, a single man

of Tulsa County, in the State of Oklahoma, of the first part, and John E. Lay

of Missouri County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Six Hundred and fifty Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

all of Lot one (1) Block One (1) and all of Lot five (5) Block two (2) Dodge Addition to the City of Tulsa Tulsa County State of Oklahoma according to the plat of the aforesaid addition shown

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Francis A. Godwin has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

Three years after date I promise to pay to the order of John E. Lay, six hundred and fifty dollars, at Tulsa Oklahoma with interest from date at the rate of eight per cent per annum till paid, the interest if not paid when due to become as principal and bear the same rate of interest

Now, if said party of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration does hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year first above written.

Francis A. Godwin

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, B. F. Pettus a Notary Public in and for said County and State on this 11<sup>th</sup> day of March 1908, personally appeared Francis A. Godwin

and to me known to be the identical person who executed the within 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.

My Commission expires Sept 9<sup>th</sup> 1908

(Seal)

B. F. Pettus

Notary Public

This instrument was filed for Record on the 12 day of Mar A. D. 1908, at 8 o'clock a M., and duly recorded the 12 day of Mar 1908

By H. C. Schley Deputy.

Seal

Register of Deeds