

This Indenture, Made this 25 day of January A. D. 1908, between Bedford Godwin & Anna Godwin, husband & wife
of Tulsa County, in the State of Oklahoma, of the first part, and

B. C. Fitz
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Four Hundred
100 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 five (5) Block two (2) in Hodge Addition to the City of Tulsa, in the County of Tulsa, State of Oklahoma as is shown by the recorded plat thereof

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 Bedford Godwin & Anna Godwin husband & wife have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows: of which the following is

copy. \$400.00 Tulsa, Okla Jan 25 1908 30 days after date for value received we promise to pay to B. C. Fitz, or order four hundred dollars at Tulsa, Oklahoma to bear interest at the rate of 10 per cent per annum from maturity and further hereby agree that if this note is not paid when due to pay all costs necessary for collection, including ten per cent for attorney fees, Apr 2-25-08

Signed Bedford Godwin
Anna Godwin

Now, if said parties 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 these present 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, then 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 parties of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and the laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand at the day and year first above written.

Bedford Godwin
Anna Godwin

STATE OF OKLAHOMA, }
Tulsa COUNTY. } ss.

Before me, Notary Public
in and for said County and State on this 25 day of January 1908, personally appeared Bedford Godwin
and Anna Godwin to me known to be the identical person
who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires Sept 27 1910

(Seal)

Notary Public

This instrument was filed for Record on the 27 day of Jan A. D. 1908, at 130 o'clock P. M.,
and duly recorded the 19 day of Jan 1908
By H. C. Wallley Deputy. (Seal) Register of Deeds.