

This Indenture, Made this 25 day of January A. D. 1908, between Bedford Godwin & Annie Godwin, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and C.E. Pitz of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of Four hundred and 00 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 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 two (2) Block seven (7) in Hodge Addition to The City of Tulsa Oklahoma as is shown by the recorded plat thereon.

TO HAVE AND TO HOLD THE SAME, unto the said part of the second part 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 & Annie Godwin, husband and wife have this day executed and delivered their certain promissory note in writing to said part of the second part, described as follows: of which the following is copy a true \$400.00 Tulsa, Okla. Jan. 25th 1908. 30 days after date for value received we promise to pay to C.E. Pitz, or order Four Hundred Dollars at Tulsa, Okla. to bear interest at the rate of 10 per cent per annum from maturity and further hereby agree if this note is not paid when due to pay all fees necessary for collection, including ten per cent for attorney fees.

Bedford Godwin
Annie Godwin

Due 2-25-08.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part or 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 become due and payable, and said part of the second part shall be entitled to the possession of said premises. And the said part of the first part for said consideration do 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 part of the first part have hereunto set their hands the day and year first above written.

Bedford Godwin
Annie Godwin

STATE OF OKLAHOMA, } ss.
Tulsa County. Before me, D.B. Crewson, Notary Public in and for said County and State on this 25 day of January 1908, personally appeared Bedford Godwin and Annie Godwin to me known to be the identical persons 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 Sep. 27 1910.

(Notarial Seal)

D.B. Crewson
Notary Public.

This instrument was filed for Record on the 25 day of Jan. A. D. 1908, at 3:10 o'clock P. M., and duly recorded the day of 1908.

By Deputy. (Seal) H.C. Walkley, Register of Deeds.