

of (\$100.00) One Hundred and No/100 Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold and by these presents does grant, bargain, sell, convey and confirm unto said party of the second part, and to its successors and assigns, forever, all of the following described tract, pierce or parcel of land lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

**COMPARED**

Lot Lumber Twenty (20) in Block Number One (1) in the Lynch and Fosythe Addition to the city of Tulsa, Tulsa County, Oklahoma, as shown by the recorded plat thereof.

of the Indian Base and Meridian, more or less, according to the United States Survey thereof.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to its successors and assigns forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof the said party of the first part is the lawful owner of the Premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a First Mortgage for the sum of \$2500.00 between the party of the first part and The Godfrey Investment Company and of even date herewith and that the said party of the first part will WARRANT AND DEFEND the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the claims of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is made, executed and delivered upon the following conditions, to-wit:

FIRST:-Said party of the first part is justly indebted to the said party of the second part in the principal sum of (\$100.00) One Hundred and No/100 Dollars, payable according to the tenor and effect of Ten certain negotiable promissory notes executed and delivered by the said party of the first part, of even date herewith, and payable to the order of said THE GODFREY INVESTMENT COMPANY, of Oklahoma City, Oklahoma, payable according to the terms of said notes at the office of THE GODFREY INVESTMENT COMPANY, in Oklahoma City, Oklahoma, with interest at the rate of 10 per cent per annum payable annually until paid, but with interest at no per cent per annum if paid when due.

SECOND:-Said party of the first part hereby covenants and agrees to pay, so far as lawful, all taxes and assessments of whatsoever character on said land, and any taxes or assessments that shall be made upon said loan or upon the legal holder of said notes and mortgage, on account of said loan, by the State of Oklahoma, or by the County or Town wherein said land is situated, when the same become due, and to keep the buildings upon the mortgaged premises insured in some reliable insurance company, approved by the party of the second part, against loss or damage by fire, lightning, tornado and wind storm, for the sum of (\$2750.00) Twenty-Seven Hundred Fifty and No/100 Dollars, and to assign the policies to said party of the second part, as its interest may appear, and deliver said policies and renewals to said party of the second part to be held by it until this mortgage is fully paid and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

THIRD:- The said party of the first part agrees to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

FOURTH:-It is further expressly agreed by and between the parties herunto that if any default be made in the payment of any part of either principal or interest of said notes, when the same become due, or in case of default in the payment of any installment of taxes