

State of Oklahoma Tulsa County, ss.

Before me, R. R. McCormick, a Notary Public in and for said County and State, on this 17th day of May, 1924 personally appeared W. O. Morrow 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.

Witness my hand and official seal, the day and year above set forth.

My commission expires Mar 24, 1927

(SEAL)

R. R. McCormick, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 19, 1924 at 4:20 o'clock P. M. in Book 488, page 149

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

258571 C. J.

COMPARED

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this First day of May in the year of our Lord One Thousand Nine Hundred Twenty-four by and between Edna B. Miller and Conrad M. Miller, wife and husband of the County of Tulsa and State of Oklahoma, party of the first part, and THE GODFREY INVESTMENT CO., a corporation organized under the laws of the State of Oklahoma, having its principal office in the City of Oklahoma City, Oklahoma, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of (\$2500.00) Twenty-five 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 the said party of the second part, and to its successors and assigns, forever, all of the following described tract, piece or parcel of land lying and situate in the County of Tulsa and State of Oklahoma to-wit:

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

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, and the said party of the first part will WARRANTY 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:--This mortgage is given as security for the performance of the covenants herein, and payment to the said THE GODFREY INVESTMENT COMPANY the principal sum of Twenty-Five Hundred and No/100 Dollars, according to the terms and conditions of one certain negotiable bond or note made and executed by party of the first part, bearing even date herewith with interest thereon from May 1st, 1924 until maturity at the rate of seven per cent. per annum, payable monthly but with interest after maturity at the rate of ten per cent. per annum.

It is further agreed that in no event shall the rate of interest upon the indebtedness secured hereby exceed ten per cent. per annum; and if any charge shall be made or moneys collected, which shall have the effect of increasing the rate of interest so that it shall exceed the rate of ten per cent. such charge is made without the authority, knowledge, or consent of the second