

TREASURER'S ENDORSEMENT

I hereby certify that I received \$3,500 and issued

Serial No. 16244

Lent on this 30th day of September 1924

W. M. G. R. Co., County Clerk

268517 - BH

REAL ESTATE MORTGAGE.

This indenture, made this twentyfourth day of September, in the year of our Lord one thousand nine hundred twenty four by and between E. G. Cunningham and Mattie A. Cunningham, husband and wife, of the County of Tulsa, and State of Tulsa, 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 (\$3500.00) thirtyfive hundred and no/100 dollars 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 four (4) in block fourteen (14) Lindsey Third addition to the City of Tulsa, Oklahoma, as shown by the amended 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 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: This mortgage is given as security for the performance of the covenants herein, and payment by the said The Godfrey Investment Company, the principal sum of thirty 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 October 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 party, and if the party of the first part shall pay any interest thereon above the rate of ten per cent, then such excess shall be credited upon the sums due hereunder.

Second: Said party of the first part hereby covenants and agrees to pay 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 State 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,

COPIED BY

15 and J.M.