

and acknowledged to me that they executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereto set our hands and seals the day and year last above written.

(SEAL) Fred D. Oler, Notary Public.

My commission expires 4th day of May, 1927.

Filed for record in Tulsa Co. Okla. on Dec. 11, 1924, at 4:00 P. M. recorded in book 497, page 618, Brady Brown, Deputy.

(SEAL) O. G. Weaver, County Clerk.

274060 - BM

REAL ESTATE MORTGAGE.
(First)

TREASURER'S ENDORSEMENT

I hereby certify that I have received \$3,000 and stated

on the within mortgage

Dec 12 1924

W. W. Weaver, County Clerk

Deputy

This indenture, made this first day of December, in the year of our Lord one thousand nine hundred twentyfour, by and between Hugh Gary and Anna Belle Gary, husband and wife, of the County of Tulsa, and State of Oklahoma, party of the first part, and The Godfrey Investment Company, 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 (\$3000.00) three thousand 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 to 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,

Lot five (5) in block three (3) Ohio

Place addition to the City of Tulsa,

County of Tulsa, State of Oklahoma, according

to 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 thereto 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 to the said The Godfrey Investment Company, the principal sum of three thousand 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 December 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 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