

643

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

COMPARED

SP

MORTGAGE OF REAL ESTATE.

Joe H. Berry
April 3 - 1909
H. Q. Walkley
Register of Deeds

KNOW ALL MEN BY THESE PRESENTS:

That William S. Harlow, of Tulsa County, State of Oklahoma, party of the first part, to secure the payment of Three Hundred Fifteen and no/100 Dollars, and the interest thereon, and other sums hereinafter mentioned, as the same fall due, hereby mortgage to Joe H. Berry of Party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to wit:

The North Half of the South east Quarter of the Southwest Quarter (N 2 of SE4 of SW4) and the South Half of the South east Quarter of the Southwest Quarter (S 2 of SE4 of SW4) of Section Seven (7), Township Twenty (20) North, Range Four teen (14) East of the Indian Meridian, and warrant the title to the same; this mortgage being subject however to a prior bond and mortgage of the same date between the first party hereto, and The Travellers Insurance Company of Hartford, Conn. for the principal sum of Six Hundred and no/100 Dollars.

The said sum secured hereby is evidenced by a certain promissory note, of even date herewith, executed by the said party of the first part, and payable to the order of the party of the second part in December, 1st, 1913, bearing 6% interest from date, and this note to be void if William S. Harlow pays 2/3 of the interest from time to time & \$400.00 principal of the Travellers Insurance Co. above described. Now if the first party, ^{of the first part} shall fail to pay any part of the note secured hereby, when the same shall become due, or shall fail in any of the terms and conditions of said prior bond, or mortgage, then the whole sum secured hereby, shall forthwith become due and payable, at the option of the holder hereof; who may immediately proceed to close this mortgage; and in case of such foreclosure, and as often as any such proceedings may be had the party of the first agrees to pay an attorney's fee of \$25 for the services of Plaintiffs attorney; which shall be due, upon the filing of the petition in any such action, and the same shall be a lien upon said land secured hereby; and shall be included in the judgement of foreclosure, or taxed as cost therein, at the option of the holder hereof, and upon sale under any such foreclosure, the party of the first part hereby expressly waive appraisement of said premises, and agrees that the same may be sold without appraisement, and the party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises, or to keep the same free from other liens or whatever nature, including attorney's fees in all actions attacking such title, or the validity of this mortgage; and any sum paid as herein authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgement or decree entered hereon; and all sums secured hereby, shall draw interest at the rate of ten per centum per annum from the time same becomes payable until paid.

Signed and delivered this Seventh Day of January, 1909.

In the presence of William S. Harlow
E. A. Lilly, O. G. Leckron/
STATE OF OKLAHOMA,)
: SS.
TULSA COUNTY.)

Before me, E. A. Lilly, a Notary Public in and for said County and State, on this 7th, day of January, 1909, personally appeared William S. Harlow, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the ~~within-and-foregoing-instrument-~~ same as his free and voluntary act and deed, for the uses and purposes therein set forth.

E. A. Lilly, Notary Public.

(SEAL) My commission expires Sept. 21st, 1912.
Filed for record at Tulsa, Okla., Jan. 7, 1909, at 4 P. M.
H. Q. Walkley, Register of Deeds (SEAL)