

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

COMPARED

Signed and acknowledged before me

*F.M. Sutton*  
*MAR 11 - 19*  
*H. M. Walker*  
Register of Deeds.

---: REAL ESTATE MORTGAGE :---

This Indenture, made this 29th day of July A D 1908 , by and between Samuel Owen and Mary Owen husband and wife of the County of Tulsa and State of Oklahoma partis of the first part, and F.M.Sutton of Tulsa , Oklahoma party of the second part,

WITNESSETH: That the said parties of the first part for and in consideration of the sum of Two Hundred and No/100 ths Dollars to them in hand paid, by the party of the second part, the receipt whereof is hereby acknowledged, have grantedm bargain d and sold , and by these presents ~~have acknowledged, have granted, bargained and sold~~ ~~xxxxxxxxxxxxxxxx~~ do grant, bargain , sell , convey and confirm unto the said party of the second part, and to its heirs and assigns, forever, all of the following described tract of land lying and situated in the County of Tulsa and State of Oklahoma, to-wit :

The south half of the northwest quarter ( S 1/2 N W 1/4) of Section numbered Two (2) of Township numbered seventeen (17) North, and of range numbered thirteen (13) east of the Indian Base and meridian, together with all the ~~improvements~~ <sup>improvements</sup> thereon and apputtena noes thereunto belonging , and warrant the title to the same .

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 payment of one ~~certain~~ <sup>certain</sup> promissory note dated the 29th day of July 1908 executed and delivered by said first parties and payable to the order of said second party in the sum of Two Hundred & No/100ths Dollars with interest thereon after maturity at the rate of ten per cen t per annum, which said note matures on July 29th 1909. This mtgage is given subject to a mortgage for \$ 1000.00 in favor of said F.M.Sutton, dated July 29th 1908.

This mortgage is made executed and delivered upon the following conditions , to-wit : That said first parties hereby covenant and agree to pay all taxes and assesments of said lands when the same become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the p remises; that if any default be made in the payment of the principal or interest of this ~~of~~ <sup>or</sup> the first mortgage to F.M.Sutton above refferd to, or the taxes, or in case of the breach of any covenants herein contained, or in the first mortgage above referred to, contained, the whole of said principal sum, with interest shall be due and payable, and this mortgage may be fore-closed and said second party shall be entitled to immediate possession of the premises and all the rents and profits thereof .

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage , they will pay a reasonable attorney's fee of Twentey -five Dollars, which this mortgage also secures .

Parties of the first part , for said con sideration , do hereby expressly waive appraisment of said real ~~estate~~ <sup>estate</sup> and all benefit of homestead, exemption and stay laws of Oklahoma .

In witness whereof the partis of the first part have hereunto set their hands and seals the day and year first above written .

Samuel Owen Seal

Mary Owen Seal