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S.B.

his heirs and assigns, the following described real estate, situated in Tulsa County, and State of Oklahoma, to-wit: One second mortgage on property located on lot 5 block 1 Sloan Add., to the City of Tulsa, Oklahoma. This mortgage is subject to one first mortgage with the Home Savings & Loan Ass'n in the sum of \$2700.00 payable at the rate of \$42.12 per month.

To have and to hold the same, unto the said party of the second part his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining.

Provided, always, and these presents are upon this express condition that whereas said first party has this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows: \$500.00 due on erection of building \$84.24 due on two payments made in advance and \$93.15 interest at 8% making a total of \$677.39. \$13.00 to be paid each and every month, until paid.

Now if said party of the first part shall pay or cease to be paid to said party of the second part his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and ^{wise} they shall remain in full force and effect. But if said sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable and said party of the second part shall be entitled to possession of said premises. And said party of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

In witness whereof the said parties of the first part have hereunto set their hand the day and year first above written.

John E. Cloud,
Dora L. Cloud.

State of Oklahoma, Tulsa County, SS,

Before me, Arthur B. Crawford, a Notary Public, in and for said County and State on this 26th day of January, 1924, personally appeared John E. Cloud and Dora L. Cloud, to me known to be the ^{cal}identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL) Arthur B. Crawford, Notary Public.

My commission expires June 15, 1926.

Filed for record in Tulsa County, Okla. on Mar. 6, 1924, at 10:35 A.M. recorded in book 448, page 203, Brady Brown, Deputy.

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

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RELEASE OF MORTGAGE.
(Individual)

In consideration of the payment of the debt therein, I do hereby release mortgage made by Anna Painter dated October 5th, 1920, said mortgage has been paid by giving of a new mortgage and note, by M. O. Davies the present owner, which was given to extend time of payment, and to fix terms by the said M. O. Davies to Allen S. Burrows, said mortgage was assumed by the M. O. Davies who agreed to pay the same when due purchased the property

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