

464

One Note for \$10,000.00 due 6 months from date bearing eight per cent interest.

It is understood and agreed that mortgagor is going to sub divide and plat the above described property into an addition of country homesited averaging about two acres each, and the said mortgagee hereby agrees that upon the payment to him of \$500.00 he will release any one of such tracts and that upon like payment he will release such further and other tracts upon request of said mortgagee or whosoever may be the owner of such property, from the lien of this mortgage.

PROVIDED ALWAYS, That this instrument is made executed and delivered upon the following conditions to wit; that said first party hereby covenants and agrees to pay all taxes and assessments of such land when the same shall become due and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment or taxes or in case of the breach of any covenant herein contained, the whole sum with interest shall become due and payable and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises.

Said party of the first part agrees that in event of action to foreclose this mortgage to pay a reasonable attorneys fee of One Thousand Dollars.

Party of the first part for said consideration does hereby waive appraisement of said real estate and all benefits of the homestead and stay laws in Oklahoma.

Dated this 6th day of June 1923.

Chas T. Abbott

STATE OF OKLAHOMA
SS.
COUNTY OF TULSA

Before me, a Notary Public in and for said County and State on this 6 day of June 1923, personally appeared Chas. T. Abbott, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires June 15th 1926 (SEAL) Guy W. Settle, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 11, 1923 at 2:35 o'clock P. M.

in Book 464, page 105

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

235486 C.J. COMPARED

PARTIAL RELEASE.

WHEREAS, on March 5, 1923, the Oklahoma Gasoline & Oil Company, a Delaware corporation, made, executed and delivered its certain mortgage to the Anglo-Texas Oil Company, as mortgagee, to secure the payment of certain obligations therein described, which said mortgage covered among other property, the following property, to wit:

An oil and gas mining lease, dated September 4, 1912, executed by Earnest Drew, as guardian of Jimmie Drew, lessor, to Guy C. Reed, lessee, covering all of Lot One (1), of Section Thirty (30), in township nineteen (19) North Range thirteen (13) east, in Tulsa County, Oklahoma;

which said mortgage was duly filed for record in the office of the County Clerk for Tulsa County, and now appears of record therein in book 444, at page 238; and

WHEREAS it is the desire of said mortgagee that the hereinafter described tract be