PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said John Fernow, Jr. has this day executed and delivered his certain promissory note in writing to said party of the second part for Five thousand (\$5000.00) dollars.

And the first party agrees to keep the buildings insured.

And the Mortgagor agrees to pay attorney's fees on foreclosure.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part its 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 these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or 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 the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF The said party of the first part has hereunto set his hand the day and year first above written.

John Fernow Jr.

STATE OF OKLAHOMA, County of Washington.

Before me a Notary Public, in and for said County and State, on this day 15th of January 4.D. 1924, personally appeared John Fernow Jr. to me personally 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.

W. F. Hurt,

My commission expires January 12, 1927. (Seal)

Filed for record in Tulsa, Tulsa County, Oklahoma, Jan. 17, 1924, at 1:50 o'clock P.M. and recorded in Book 483, Page 171.

By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

249197 0.M.J. *

RELEASE OF MORTGAGE. COMPARED

WHEREAS, on the 15th day of June, 1922, Harry D. Wilborn and Mary E. Wilborn, his wife as mortgagors, made, executed and delivered to Tulsa Building and Loan Assn. a corporation, as mortgagee, a certain mortgage to secure the payment of an indebtedness in amount of \$800.00 covering the following described real estate situated in the county of Tulsa, State of Oklahoma, to-wit:

Lot 16, Block 7, Highlands 2nd addition to the city of Tulsa, Okla. according to the Recorded Plat thereof.

which said mortgage is duly recorded in Book 379 of Mortgages on page 263 thereof, in the office of the County Clerk in and for Tulsa County, State of Oklahoma, and,

WHIREAS, the indebtedness secured by said mortgage has been paid in full;

NOW, THEREFORE, the undersigned, TULSA BUILDING AND LOAN ASSOCIATION, a corporation, being the successor to and formerly Tulsa Union Loan and Savings Association, mortgagee in the above described mortgage, does hereby discharge and release the premises aforesaid from the lien of the said mortgage, and does hereby fully satisfy the said mortgage of record.

IN WITNESS WHEREOF, Tulsa Building and Loan Association, has caused this instrument to be executed and its corporate seal affixed hereto, this 15th day of November 1923.

(Cor. Soal) Attest: A. B. Crews, isst. Secretary.

TULBA BUILDING AND LOAN ASSOCIATION. By Cleves F. Bruce, Vice President.

