

whereas the said E.G. Cunningham and Mattie A. Cunningham, his wife, grantors have executed and delivered their certain promissory note dated June 23d. 1924 to said party of the second part for \$1000.00 due June 23d. 1925 with interest at the rate of 10% per centum, payable semi annually.

And the first parties agree to keep the buildings insured for \$10,000.

In case that papers for foreclosure are filed, the first parties agree to pay a reasonable attorney fee of \$10.00 and 10% of any unpaid balance.

Now, if the said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs, or assigns, said sum of money in the above described note 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, or if the taxes or assessments levied against said premises or any part thereof, or the taxes assessed against the said second party or any assignee of said note, or the debt secured thereby, or if the insurance is not paid, the second party may pay the same and the amount so paid shall become a part of this indebtedness, and the whole of said sum or sums and interest thereon, shall, and by these presents does become due and payable, and shall bear ten (10) per centum interest per annum, and said part.... of the second part shall be entitled to the possession of said premises. And the said of the first part for said consideration.... hereby waive (or) appraise ment, of the option of the said second party, his heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

E G Cunningham

Mattie A. Cunningham.

STATE OF OKLAHOMA 0
: SS
COUNTY OF TULSA 0

Before me, the undersigned, a Notary Public in and for said County and State on this 23d. day of June, 1924, personally appeared E.G. Cunningham and Mattie A. Cunningham, his wife, to me known to be the 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.

Given under my hand and seal the day and year last above written.

E E Clulow. Notary Public.

My Commission expires May 5th. 1928. (SEAL)

Filed for record on the 25th. day of June, 1924, at the hour of 11 o'clock A.M.

By: Brady Brown, Deputy

(SEAL)

O G WEAVER, County Clerk.

NO. 261386 - NRS

RELEASE OF MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the payment of the debt named therein The Midland Savings and Loan Company of Denver, Colorado, does hereby release the mortgage made by A.V. Emerson and Zelma Mae Emerson, husband and wife, to the said The Midland Savings and Loan Company, which is dated the Eighth (8th.) day of April A.D. 1920, and recorded on the Fifteenth (15th.) day of April, A.D. 1920, in Book 341 of Mortgages, Page 56, of the records of Tulsa County in the State of Oklahoma, covering the following described tract or parcel of land lying and being in the County of Tulsa and State of Oklahoma, to-wit:

Lot Numbered Nine (9) in Block Numbered Fourteen (14) in the