

498

Fifth. It is hereby agreed that this agreement shall be binding on the heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

S. R. Lewis

Elizabeth B. Lewis

Parties of the First Part.

CUNNINGHAM COMPANY

ATTEST:

J. I. McCullough

(CORPORATE SEAL)

By W. P. Cunningham,

Secretary.

Its President.

STATE OF OKLAHOMA)
TULSA COUNTY) ss.

BEFORE ME, A NOTARY PUBLIC, within and for said county and state, on this 29th day of October, 1924, personally appeared S. R. Lewis and Elizabeth B. Lewis, his wife, to me personally known to be the identical persons who executed the within and foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal the day and year last above written.

My commission expires Feb 21st 1926

(SEAL)

L. W. Kuntz, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 29, 1924 1:20 o'clock P. M. in Book 498, page 281

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

270835 C.J.

PARTIAL RELEASE OF MORTGAGE.

WHEREAS, C. H. Terwilliger and Mary A. Terwilliger, his wife, of Tulsa County, State of Oklahoma, as Mortgagors, did on the 3rd day of January, 1923, execute a certain mortgage, recorded on the 4th day of January, 1923, in the office of the County Clerk, Ex Officio Register of Deeds of Tulsa County, State of Oklahoma, in Book 434, at page 28, to Helen M. Woodward, of Tulsa, Oklahoma, Mortgagee, upon the following described real estate situated in Tulsa County, State of Oklahoma, to-wit:

East Half (E $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section Eighteen (18),

Township Nineteen (19) North, Range Thirteen (13) East,

for the purpose of securing the payment of certain promissory notes described in said mortgage; and

WHEREAS, the said C. H. Terwilliger has caused the above described premises to be platted as an addition to the City of Tulsa, known as Terwilliger Heights Addition; and

WHEREAS, the said C. H. Terwilliger has caused the payment of Six Hundred and Fifty Dollars (\$650.00) to be made as part payment on said promissory notes and mortgage,

NOW, THEREFORE, the said Helen M. Woodward, otherwise referred to as Hellen M. Woodward (one and the same person), Mortgagee, by her Attorney-in-Fact, Exchange Trust Company, a corporation, in the above mentioned mortgage, has hereby discharged and released said mortgage, and does remise, release and forever quit claim all her right, title and interest in and to said real estate unto the said Mortgagors, their heirs and assigns, only in so far as it covers the following described lot in the above mentioned Terwilliger Heights Addition, according to the official plat thereof recorded:

Lot Seven (7), Block Four (4).

In all other respects the mortgage of January 3, 1923, as described above, remains

COMPARED BY
J. S. and M.