

Osage County, Okla, and Southeast Quarter (SE $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$) Section 26, Township 22, North, Range 12 East, TULSA County, Okla.

TO HAVE AND TO HOLD THE SAME, together with all the appurtenances thereunto belonging, or in anywise appertaining forever; and warrant the title to the same.

PROVIDED, WHEREAS, And these presents are upon this express condition, that, whereas, said Sylvester J. Tinker and Helen Tinker, have this day executed and delivered One certain promissory note in writing to said party of the second part, described as follows: Five years from date \$8000.00, with interest at the rate of 7% payable semi-annually payable on the 15th day of April and October each year, evidence by ten interest coupons attached to original note.

And the first parties agrees to keep the buildings insured for \$15000.00.

And the Mortgagors agrees to pay \$800.00 Attorney's fees on foreclosure, same to be added as costs and secured by this mortgage.

Now, if said parties of the first part shall pay or cause to be paid said prty of the second part his heirs or assigns, said sum or sums 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, or if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part 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 prty of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration does hereby expressly waive an appraisalment of said Real Estate and all benefit 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 15th the day and year first above written.

Sylvester J. Tinker,

Helen Tinker.

271381 CW.

RELEASE OF MORTGAGE.

IN CONSIDERATION of the payment of the debt named therein, I do hereby release Mortgage made by C. A. Mayo and Allene Mayo, his wife, and J. D. Mayo and Lillian Mayo, his wife to J. W. S. Bower and which is recorded in Book 372 of Mortgages, Page 210 of the records of Tulsa County, State of Oklahoma, covering the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Eighteen (18) North, Range Fourteen (14) East.

Witness my hand this 29 day of October A. D. 1924.

STATE OF OKLAHOMA,)
MURKOGEE COUNTY.) ss.

J. W. S. Bower,

Before me Paul R. Hurd a Notary Public in and for said County and State, on this 29th day of October 1924, personally appeared J. W. S. Bower 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 hand and official seal the day and year above set forth.

(Seal)

Paul R. Hurd, Notary Public.

My commission expires Feb. 23, 1926.

Filed for record in Tulsa County, Tulsa, Oklahoma Nov. 6, 1924 at 2:00 P. M. o'clock
recorded in book 499, page 125. (Seal) O. G. Weaver, County Clerk.
By Brady Brown, Deputy.

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COMPARED BY
P. S. and J. H.