

For value received, I acknowledge satisfaction and payment of the within mortgage, and same is hereby released.

Signed and acknowledged before me, July 14-1909

J. L. Donahoe
Register of Deeds

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 5th, day of May A. D., 1909, between J. L. Donahoe, of Logan County, in the State of Oklahoma, of the first part, and E. L. Donahoe and J. J. Donahoe of Kay County, in the State of Oklahoma, of the second part:

WITNESSETH: That said party of the first part, in consideration of the sum of Four Hundred Thirty Five and no/100 Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, all the following described real estate, situated in Tulsa County and State of Oklahoma, to-wit:

The North East Quarter (NE. $\frac{1}{4}$) of the North West Quarter (NW. $\frac{1}{4}$) of the Southwest Quarter (SW. $\frac{1}{4}$) and the East Half (E. $\frac{1}{2}$) of the Northwest Quarter (NW. $\frac{1}{4}$) of the Northwest Quarter (NW. $\frac{1}{4}$) of the Southwest Quarter (SW. $\frac{1}{4}$) of Section Seventeen (17) Township Twenty (20) North of Range Fourteen (14) East of Indian Meridian/ and the Northeast Quarter (NE. $\frac{1}{4}$) of the South east Quarter (SE. $\frac{1}{4}$) of the South East Quarter (SE. $\frac{1}{4}$) of section 18, Township 20 North of Range 14 East of T. M. containing 25 acres, according to the Government Survey.

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

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas the said J. L. Donahoe, grantor has this day executed and delivered one certain promissory note dated May 5th, 1909, to said parties of the second part, for \$435.00 Due One year from date, with interest at the rate of 8 per cent per annum, payable--- annually.

The part-- of the first part hereby agree--- to keep the buildings insured for \$----- And in case that papers for foreclosure are filed, the party of the first part agrees to pay a reasonable attorney fee of \$25.00

Now if the said party of the first part shall pay or cause to be paid to said parties of the second part, their 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 thereof, shall, and by these presents does become due and payable, and shall bear 8 per cent. interest, per annum, and said parties of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration does hereby waive appraisement at the option of said second party, their heirs or assigns.

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

STATE OF OKLAHOMA,)
: SS.
LOGAN COUNTY.)

J. L. Donahoe.

Before me, E. J. Blackman, a Notary Public, in and for said County and State, on this 5th, day of May 1909, personally appeared J. L. Donahoe and ---- to me known to be the identical person who executed the within and foregoing instruemnt, 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.