

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

Signed and acknowledged before me

*E. L. Donahoe*  
*J. L. Donahoe*  
*H. C. Walkley*  
 Register of Deeds

# M O R T G A G E.

THIS INDENTURE, made this 21st day of June 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 the said party of the first part, in consideration of the sum of Eight Hundred Twenty Five & 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 Southwest Quarter (SW.  $\frac{1}{4}$ ) of the Northwest Quarter (NW.  $\frac{1}{4}$ ) of Section Eight (8) Township Twenty (20) North of Range Fourteen (14) East of Indian Meridian., containing 4 0 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 June 21st 1909, to said parties of the second part, for \$825.00, due One year after date, with interest at the rate of 8 per cent per annum, payable annually.

The part of the first part hereby agrees to keep the buildings insured for \$-----

And in case that papers of foreclosure are filed, the party of the first part agrees to pay a reasonable attorney fee of \$25.00.

Now, if said parties of the first part shall pay or cause to be paid to the 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 conditions of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and veffect. 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 if the taxes against 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 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 the 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 July 1909, personally appeared J. L. Donahoe, and---- 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 Notarial seal, the date above written.

E. J. Blackman, Notary Public.

(SEAL My commission expires Dec. 27th, 1910.

Filed for record at Tulsa, Okla., Aug. 4, 1909, at 10.50 o'clock A. M.

H. C. Walkley, Register of Deeds (SEAL)