due one year from its date, both drawing interest from maturity at the rate of seven percent per annum.

397

Now if said parties of the first part shall pay or cause to be paid party of the second part, his heirs or assigns, said sum of money in the above described notes mentioned together with the interest thereon according to the terms and tenor of the same, then this mortgage 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, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said su m or sums, and the interest thereon, shall then become due and payable and said party shall be entitled to possession of said premises. And said parties of the first part for said consideration do hereby expressly waive an appraisment of said real estate and all benefit of the home and same is hereby released of the state of Oklahoma.

In witness whereof the said parties of the dirst part have hereunto set their hands the day and year first above written.

Samuel F. Darr Edna E Darr.

State of Missouri, County of Marion, SS.

HUQC

194 61

H!

On this 15 day of August, 1910, personally a ppeared before me Samuel F. Darr and Edna E., This wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Hannibal Mo. the day and year first written above. My term of office as Notary Public will expire Sept. 28 1911. (seal) Robert N. Gilbert, Notary Public

Filed for record at Tulsa, Okla. Aug. 18, 1910 at 2:15 o'clock P.M.

H.C. Walkley Register of Deeds (seal)

COMPARED

RELEASE OF MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

Whereas on the 15th day of December 1908, a certain mortgage was executed by Cornelius (Sometimes written Dr. Preston Cornelius) and Margaret H. Cornelius, his wife, mortgagors to Berea Bankand Trust Company, Berea, Ky. mortgagee, for the sum of Twelve Thousand one Hundred Fifty (\$12150.00) No/100 dollars, upon the following described real estate, viz: The South Half (1/2) of Lot Five (5) in Block One Hundred Eighty (180) in the City of Tulsa, Oklahoma, according to the government plat and survey of said City (and other property)

which said mortgage is recorded in Vol. 46, of Mortgages, onpage 82 of the records of Register of Deeds of Tulsa County, State of Oklahoma.

Whereas, the note secured by the said mortgage has been paid in full. Now therefore, Berea Bank & Trust Company, Berea, Ky., the above named mortgagee, does hereby remise, release and forever quit claim its right, title and interest in and to the above mentioned property which the said mortgagee may have acquired by virtue of said above named mortgage to P. Cornelius and Margaret H. Cornelius the said mortgagors, their heirs or assigns, forever.

7 9 11 10 77 1 16