

U.S. PATENT
No. 5952

James R. Caudle }
To

Second Real Estate Mortgage.

E. A. Lilly

This Indenture made this 16th day of August A.D. one thousand nine hundred and seven, by and between James R. Caudle a single man over 21 years of age of Collinsville, 2.4. party of the first part, and E. A. Lilly party of the second part. Witnesseth: That the said party of the first part, for and in consideration of

Sixty and no/100 Dollars in hand paid by the said party of the second part, to the said party of the first part, the receipt of which is hereby acknowledged, have granted, bargained sold and conveyed, and by these presents do hereby grant, bargain, sell and convey unto the said party of the second part, and his

successors and assigns forever, all the following described tract, piece or parcel of land, lying and situate in the Cherokee Nation, Western District, Indian Territory, The Northeast quarter of the Southeast quarter (NE 1/4 SE 1/4) and the Northwest quarter of the Southeast quarter of the Southeast quarter (NW 1/4 SE 1/4 SE 1/4) of Section twenty five (25) Township twenty two (22) North Range thirteen (13) East, containing fifty acres, more or less, according to the government survey thereof.

To Have And To Hold, the same, with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, unto the said party of the second part, his successors and assigns forever.

And the said party of the first part for himself and his heirs, executors, administrators and assigns does hereby covenant and agree to and with the said party of the second part, that at the delivery hereof the lawful owners of the premises above granted, and seized and possessed in fee of an absolute and indefeasible estate of inheritance therein; that he has good right to sell and mortgage the same as aforesaid; that he has done no act to encumber said premises and that the same are free and clear of all encumbrances whatsoever except a mortgage dated Aug. 16th 1907 to F. F. Wormwood for \$60000 and interest, which is a prior and first lien to that hereby created, and that he well, and his heirs, executors, administrators and assigns shall forever warrant and defend the same all and singular in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

Provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

First, said James R. Caudle justly indebted to the said party of the second part in the principal sum of Sixty and no/100 Dollars and payable according to the tenor and effect of one certain promissory note bearing date

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

E. A. Lilly
Signed and acknowledged before me this 11th day of Sept 1913
My Comm. Expires Dec 1913