

# MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 7 day of Sep A. D. 1909, at 3:50 o'clock P. M.

Fees, \$

By *H. C. W. Kelley* Deputy Register of Deeds.

MORTGAGE OF REAL ESTATE—SAML. DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19788.

THIS INDENTURE Made this 13 day of August A. D. 1909, between *McAnally and Lucious A. McAnally* of the first part, and *John E. Jackson* of the second part:

WITNESSETH, That said parties of the first part, in consideration of *Four Hundred Fifty and* Dollars (\$ *450.00*), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following-described Real Estate, situated in *Tulsa* County, and State of Oklahoma, to-wit:

DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said *W. J. McAnally & Lucious McAnally* have on this day executed and delivered to said party of the second part, a certain promissory note, in writing to said party of the second part, described as follows: *Broken Arrow Okla. 5-13-09 \$450.00* in one year after date without demand, notice or protest and on or before the 13th day of August 1910, to pay to the order of *John E. Jackson* four hundred fifty and *no/100* for value received, negotiable and payable with interest at 7 percent per annum until paid payable at the *First State Bank Broken Arrow Okla.*

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above-described note 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 sum or sums, and interest thereon, shall then become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration do 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 party of the first part have hereunto set their hand the day and year first above written.

*W. J. McAnally*  
*Lucious McAnally*  
*A. L. Laws* Notary Public

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me *A. L. Laws* Notary Public in and for said County and State on this 13 day of August 1909, personally appeared *W. J. McAnally and Lucious McAnally* to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. My commission expires *March 28* 1912.

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That of County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of and DOLLARS, to in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto heirs and assigns, the within mortgage deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained.

To have and to hold the same, forever; subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee have hereunto set hand this day of 19.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1909, at o'clock M. Fee, \$ Register of Deeds.

## RECEIPT.

Received of the within-named mortgagor the sum of and DOLLARS, in full satisfaction of the within mortgage.