

## MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

COMPARED

TO

This instrument was filed for record on the 26<sup>th</sup> day of Feb A. D. 1911, at 2 o'clock P.M.

Fees, \$.....

W. M. Minkley (Seal)  
Register of Deeds.

By.....Deputy.

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

THIS INDENTURE, Made this 26<sup>th</sup> day of February, A. D. 1911, between James E. Anderson of Tulsa County, in the State of Oklahoma, of the first part, and J. C. Callahan of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of One Hundred Dollars (\$100.00), 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:

Beginning at the southeast corner of the west half of the southeast quarter (34<sup>th</sup> 34<sup>th</sup>) of section, Township Two (2<sup>d</sup>) Townships Twenty (20) North, Range Thirteen (13<sup>th</sup>) East, of the Indian Meridian; thence south on the east line of said land one fourth (1/4) mile, thence west three hundred and ninety six feet (396) by a line parallel with the south line of said land, thence south one fourth (1/4) mile to the south line of said land, thence east three hundred ninety six feet (396) to the place of beginning, containing twelve acres, more or less.

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 James E. Anderson has at this day executed and delivered at certain promissory note in writing to said party of the second part, described as follows:

One note for One Hundred dollars (\$100.00) for six (6) months from date of this instrument

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 does 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 has hereunto set his hand the day and year first above written.

J. E. Anderson

## STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me E. M. Lison a Notary Public in and for said County and State on this 26<sup>th</sup> day of February, 1911, personally appeared J. E. Anderson and he 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.

My commission expires June 6 1911 (Seal) E. M. Lison Notary Public

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS: That James E. Anderson of Tulsa County, in the State of Oklahoma, the within-named mortgagee in consideration of the sum of One Hundred DOLLARS, to J. C. Callahan in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto his 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 has hereunto set his hand this 26<sup>th</sup> day of February, 1911.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 26<sup>th</sup> day of February, A. D. 1911, at 2 o'clock P.M. Fee, \$.....

Register of Deeds.

\$.....1911

## RECEIPT.

Received of J. C. Callahan the within-named mortgagor the sum of One Hundred DOLLARS, in full satisfaction of the within mortgage.

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

Signed and acknowledged before me Feb. 22, 1910

by James E. Anderson W. M. Minkley Register of Deeds.