

State of Oklahoma, Tulsa county, SS.

Before me W. M. Fleetwood a notary Public in and for said county and state, on this 13 day of Jan 1911, Personally appeared F. A. Gillespie 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.

In testimony whereof, I have hereunto set my hand and official seal the day and year last above mentioned.

(SEAL)

W. M. Fleetwood, notary Public.

My commission expires March 4th, 1914.

Filed for record at Tulsa, Okla., Jan 21, 1911, at 2:30 P. M.

H. C. Walkley, register of deeds. (SEAL)

COMPARED

REAL ESTATE MORTGAGE.

State of Oklahoma, county of Tulsa.

This indenture, made this 21st day of January, A. D. 1911, between Nina Callis and Will Callis, her husband, of Tulsa county in the state of Oklahoma, of the first Part, and H. V. Bardon, of Tulsa county, in the state of Oklahoma, of the second Part:

Witnesseth, that said parties of the first Part, in consideration of the sum of One Hundred and no/100 (\$100.00 Dollars, 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, situate in Tulsa county, and state of Oklahoma, to-wit:

A part of lot 4, in block 21, in the city of Tulsa, Tulsa county, Oklahoma, according to the official Plat and survey thereof, more particularly described as beginning at a point on the westerly line of said lot 4, 50 feet in a northerly direction from the southwest corner thereof, and running thence in an easterly direction parallel and equidistant with the southerly line of said lot to the line of the M. K. & O. R. R. right of way, or easterly line of said lot; thence in a westerly direction along the southerly line of the M. K. & O. R. R. right of way to the westerly line of said lot; thence in a southerly direction along the westerly line of said lot to the place of beginning, same being the property conveyed by Agnes Stearns and Elisha Stevens to the said Nina Callis, by warranty deed, of date, February, 10, 1910.

To have and to hold the same, together with all the 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, said Nina Callis and Will Callis, her husband, have this day executed and delivered their certain Promissory note in writing to said Party of the second Part for One Hundred Dollars (\$100.00), due in one year from date hereof and bearing interest at the rate of ten per cent (10%) per annum until paid.

And the first Parties agree to keep the buildings insured for

And the mortgagor agree to pay reasonable attorney's fees on foreclosure.

Now if said Parties of the first Part shall pay or cause to be paid said Party of the second Part his heirs, or assigns, said sum or sums of money in the above described not mentioned, together with the interest thereon, according to the terms and tenor of the same, then these Presents 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, or if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part