

COMPARED

MORTGAGE OF REAL ESTATE

DORSEY PUBLISHING COMPANY, DALLAS, TEXAS

THIS INDENTURE Made this 6th day of march A.D. 1909, between Francis V. Finegan & Charles Finegan of Tulsa County, in the State of Oklahoma, of the first part, and J. D. Marr of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 2 of the first part, in consideration of Five hundred & ninety five hundredths Dollars (\$595.75) the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa City County, and State of Oklahoma, to-wit: That part of Block 201 one (1) in the said City of Tulsa Okla. bounded as follows: Beginning at the south west corner of said Block 201, thence in a northerly direction along the west side of said Block 201 (50) feet to a point; thence in a northerly direction along a line parallel with the south side of said Block 201, one hundred forty (140) feet thence in a southerly direction on a line parallel with the west side of said Block 201, fifty (50) feet to a point on the south side of said Block 201, thence in a westerly direction along the south side of said Block 201, to the place of beginning. Being a plot of ground fifty (50) by one hundred forty (140) feet.

TO HAVE AND TO HOLD The same unto the said part 2 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 first parties ha 2 this day executed and delivered one certain promissory note, in writing to said part 2 of the second part, described as follows:

Note dated Tulsa, Okla. March 6, 1909 for the amount of \$595.75.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 part 2 of the second part shall be entitled to possession of said premises. And the said part 2 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 part 1 of the first part ha 2 hereunto set their hand at the day and year first above written.

Francis V. Finegan
Charles Finegan

State of Oklahoma,

Tulsa County ss.BEFORE ME, J. D. Marr a Notary Public

in and for said County and State on this 6th day of march 1909, personally appeared Francis V. Finegan and Charles Finegan 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 June 18, 1910.

J. D. Marr Notary Public

ASSIGNMENT

Know All Men by These Presents:

THAT Francis V. Finegan & Charles Finegan of Tulsa County, in the State of Oklahoma, the within named Mortgage in consideration of the sum of Five hundred & ninety five hundredths DOLLARS to J. D. Marr 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 ha hereunto set his hand this 6th day of march 1909

EXECUTED IN PRESENCE OF

State of Oklahoma,

Tulsa County ss.This Assignment was filed for record on the 6th day of march A.D. 1909 at 5 o'clock P. M.and duly recorded in Book 19 on page 19 Fee, \$ 1.00

\$ 1.00 Register of Deeds.

RECEIPT.

RECEIVED OF J. D. Marr the within named Mortgagee the sum of Five hundred & ninety five hundredths DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 6th day of march A.D. 1909 at 5 o'clock P. M.

(seal) W. C. Kelley Register of Deeds.