

BLACK PRINTING CO. - TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 23 day of

Feb. 1924 at 11:20 o'clock A.M.

and duly recorded in Book 472 on page 365

Fees \$

O. G. Weaver,

(Seal)

County Clerk

By Brady Brown,

Deputy

THIS INDENTURE, Made this 25th day of February, A. D. 1924, between

Gertrude A. Birnbaum,

of Tulsa County, in the State of Oklahoma, part V of the first part

and Herbert W. Kaiser and Alfred D. Danziger

of New Orleans, Louisiana, part 108 of the second part;

WITNESSETH, That said part V of the first part, in consideration of the sum of

Thirty-five Hundred

Dollars

the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said part 108 of the second part their heirs

and assigns, all the following described real estate situated in Tulsa County and State of

Oklahoma to-wit:

Lot Nine (9), Block Thirty-five (35), Owen Addition  
to the city of Tulsa, Oklahoma, according to the  
recorded plat thereof,

TREASURER'S ENDORSEMENT

I hereby certify that the sum of \$70.00 and issued

Record 13853

tax on the 25 Feb. 1924

W. J. Weaver, Treasurer

8.13 Deputy

To have and to hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of One promissory note of even date here-

with, One for \$3500.00 due April 19, 1924

made to Herbert W. Kaiser and Alfred D. Danziger 192

or order, payable at New Orleans, La.

with 6 per cent interest per annum, payable semi-annually and signed by

Gertrude A. Birnbaum

Said first part V hereby covenant that she is the owner in fee

simple of said premises and that they are free and clear of all incumbrances except liens of record

That she has good right and authority to convey and encumber the same and

S. he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part V agree S. to insure the buildings on said

premises in the sum of \$ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part V

agree S. to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part V further expressly agree S. that in case of foreclosure of this mortgage and as often as any proceeding shall be taken to foreclose same

as herein provided, the mortgagor will pay to the said mortgagee 10 per cent of said note Dollars

as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same

shall be a further charge and lien upon said premises described in this mortgage and the amount thereof shall be recovered in said foreclosure suit and included in any

judgement or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the manner as the principal debt hereby secured.

Now if said first part V shall pay or cause to be paid to said second part 108 of their 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 said note

and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void otherwise shall remain in full

force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against

said premises, or any part thereof, are not paid before delinquent then the mortgagee may effect such insurance or pay such taxes and assessments and shall

be allowed interest thereon at the rate of 6 per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said

sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before

delinquent, the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to

collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first part V waive Notice of election to declare the whole debt as above and also the benefit to stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part V of the first part ha S. hereunto set her hand the day and year first above written.

Gertrude A. Birnbaum

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS

That of County, Oklahoma, the within

named mortgagee in consideration of the sum of DOLLARS

to in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto

heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured, and the

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 hand this day of

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STATE OF OKLAHOMA, Tulsa County, ss.

Before me, a Notary Public in and for said County and State

on this day of February 1924, personally appeared within and foregoing

Gertrude A. Birnbaum

to me known to be the identical person who executed the above instrument

and acknowledged to me that S. he executed the same as h. of. free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my official hand and seal the day and year above set forth.

My commission expires May 25, 1924 (Seal)

L.S. Spain,

Notary Public