

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 28 day
of April A. D. 1913, at 4:15 o'clock P. M.

Fees, \$

By

Deputy.

MORTGAGE OF REAL ESTATE.—BANK DOWNSIDE BOOK CO., LEAVENWORTH, KAN. No. 19735.

THIS INDENTURE, Made this 9th day of March, A. D. 1913, between
J. R. Finkelstein & Sam T. Greenberg of Tulsa County, in the State of
Oklahoma, of the first part, and Sam T. Greenberg of Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of Six hundred fifty seven and no/100
Dollars (\$ 657.00),
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part y of the second part his heirs and
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:
The north half of lot 5 (north 25/4 of lot 5) in Block 185 Original
Townsite of Tulsa, Okla.
DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part y 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 J. R. Finkelstein & Sam T. Greenberg
has not this day executed and delivered certain promissory notes in writing to said part y of the second part, described as follows:
One note of Three Hundred thirty three and no/100 Dollars (\$ 333.00) due in six months
from date of this instrument and one note for three hundred thirty four
and no/100 Dollars (\$ 334.00) due in twelve months from date of this instrument.

Now, if said part y of the first part shall pay or cause to be paid to said part y of the second part his heirs or assigns, said sum of money in the above-
described notes 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 y of the second part shall be entitled to the possession
of said premises. And the said part y of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the home-
stead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Indiana Vago
STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Ruth Neal, a Notary Public
in and for said County and State on this 9th day of April, 1913, personally appeared
Sam T. Greenberg and J. R. Finkelstein to me known to be the identical persons 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 Nov. 17, 1913. Sgt. Ruth Neal Notary Public

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:
That Sam T. Greenberg of Tulsa County,
in the State of Oklahoma, the within-named mortgage in consideration of the sum of 657.00
DOLLARS,
to Sam T. Greenberg 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 has hereunto set hand this 9th day of April, 1913.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 9th day of April, A. D. 1913, at 4:15 o'clock P. M. Fee, \$

Register of Deeds.

\$

19

RECEIPT.

Received of Sam T. Greenberg the within-named mortgagor the sum of
657.00 DOLLARS,
in full satisfaction of the within mortgage.