

MORTGAGE RECORD NO. 402

223600 C.H.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ila M. Sherman and Louis J. Sherman, her husband,
 a _____ of Tulsa County, Oklahoma, part ies of the first part, ha ve
 mortgaged and hereby mortgage to W. R. McKinzie
 of _____ part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Fifty One (51) and Fifty Two (52) & Fifty Three
 (53) in Block Four (4) in Amended College View Addition
 to the city of Tulsa, Tulsa County, Oklahoma, according
 to the recorded plat thereof.

Hereby certify that I have received 200
 Dollars No. 8111 the sum of two hundred and 00/100
 paid on the within mortgage.
 Dated this 7 day of March 1923
WAYNE L. DUCKEY, County Treasurer
A. J. Deputy

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of

Two thousand and no/100 # _____ DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable -- annually from date

according to the terms of one certain promissory note described as follows, to-wit:

One note for \$2000.00, payable \$25.00 monthly plus interest on the
 unpaid balance.

This mortgage subject to a prior mortgage of \$2000.00 to the Tulsa
 Building & Loan Company, which is of record.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby
 covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair
 and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage
 or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal
 sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part ies shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part ies of the first part hereby agree, that in the event action is brought to foreclose this mortgage, -- will pay a
 reasonable attorney's fee of Two hundred and no/100 DOLLARS,
 which this mortgage also secures.

Part ies of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of the
 homestead, exemption and stay laws in Oklahoma.

Dated this 28 day of February, 1923.

Ila M. Sherman

SEAL

Louis J. Sherman

SEAL

Tulsa

STATE OF OKLAHOMA, County of _____, ss:

Before me, _____, a Notary Public in and for said County and State, on this Feb. 28, 1923

day of _____, 19____, personally appeared Ila M. Sherman

and Husband Louis J. Sherman

and _____
 to me known to be the identical person s 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.

Witness my hand and official seal the day and year last above written.

My commission expires Mar. 17, 1926. (Seal) T. A. Trusty, Notary Public.

I hereby certify that this instrument was filed for record in my office on 6 day of March, A. D., 1923

at 2:00 o'clock P. M. Book 402, Page 596

By Brady Brown, (Seal) O. G. Weaver, County Clerk.
 Deputy.