

## MORTGAGE RECORD No. 472

NO. 243776 C.M.J.

BLACK PRINTING CO. TULSA

FROM

STATE OF OKLAHOMA, Tulsa County ss.

This instrument was filed for record on the 5 day of

Nov. 3, 1927 at 11:30 o'clock A.M.

and duly recorded in Book 472 on page 180

Fees \$

TO

O. G. Weaver,

(Seal)

County Clerk

By

Brady Brown,

Deputy

THIS INDENTURE, Made this 4th day of August A. D. 1927, between

H. C. Wachtman and Lena B. Wachtman, his wife

of Tulsa

County, in the State of Oklahoma,

part 108 of the first part

and C. R. Montgomery Lumber Company

of Tulsa County

part 108 of the second part;

WITNESSETH, That said part 108 of the first part, in consideration of the sum of

Nine Hundred Twelve &amp; 30/100

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 108 their heirs

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

Oklahoma to-wit:

Lots One (1) and two (2) in Block six (6), Southside Addition  
to the Town of Skiatook, Oklahoma, according to the recorded  
plat thereof,

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

This conveyance is intended as a mortgage to secure the payment of one promissory note of even date here-  
with. One for \$912.30 due February 4, 1924

made to C. R. Montgomery Lumber Co.

or order, payable at Office of L. D. Wiles

with 10 per cent interest per annum, payable semi-annually and signed by

H. C. Wachtman and Lena B. Wachtman, his wife

Said first part 108 hereby covenant that they are owner in fee  
simple of said premises and that they are free and clear of all incumbrances except 1st mortgage to Home Bldg. & Loan Ass'n.  
Tulsa, Oklahoma.

That they have good right and authority to convey and encumber the same and  
the 108 will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 108 agree to insure the buildings on said  
premises in the sum of \$912.30 for the benefit of the mortgage and maintain such insurance during the existence of this mortgage. Said first part 108  
agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 further expressly agree 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 Ninety 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 thereon 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 108 shall pay or cause to be paid to said second part 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 10 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 108 waive notice of election to declare the whole debts above and also the benefit to stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part 108 of the first part hereunto set their hand and seal the day and year first above written.

H. C. Wachtman

Lena B. Wachtman

## 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 hereunto set hand this day of

1927

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned

a Notary Public in and for said County and State

on this 1 day of Nov. 3, 1927, personally appeared

within and foregoing

H. C. Wachtman and Lena B. Wachtman

to me known to be the identical person who executed the above 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 official hand and seal the day and year above set forth.

My commission expires Feb. 10, 1927. (Seal)

W. J. Ruyle,

Notary Public